

## **Attachment B**

### **Statement Of Work (Sow) For The Office For Victims Of Crime Training And Technical Assistance Center**

#### ***B.1 Strategic Goal of the Office for Victims of Crime Training and Technical Assistance Center (OVC TTAC)***

To develop, enhance and sustain quality services to crime victims through the delivery of cutting-edge training and technical assistance to victim service providers, volunteers, allied professionals and advocates; and through strengthening and expanding the capacity of service organizations to meet the needs of crime victims.

#### ***B.2 Background***

The Office for Victims of Crime (OVC) was established by the Victims of Crime Act of 1984 (VOCA), 42 U.S.C. 10601, et seq., as amended, to provide support for America's crime victims. It was again amended in 2001 by the USA PATRIOT ACT, 42 U.S.C. 10601, in response to the tragedy of September 11, 2001, to permit a broader and more focused response to victims of national and international terrorism. OVC provides leadership, in changing attitudes and practices to promote justice and healing for all victims of crime and enhancing the nation's capacity to assist crime victims. (For more information, refer to What is the Office for Victims of Crime Fact Sheet located online at [www.ojp.usdoj.gov/ovc/publications/factshts/what\\_is\\_ovc/welcome.html](http://www.ojp.usdoj.gov/ovc/publications/factshts/what_is_ovc/welcome.html) ).

VOCA authorized the OVC Director to administer funds for crime victim services from deposits made into the Crime Victims Fund (the Fund) – monies derived primarily from forfeited bail bonds, special penalty assessments and fines paid by defendants convicted of federal crimes but also through gifts, donations, and bequests. (For more information about the Fund, refer to the Victims of Crime Act Crime Victims Fund Fact Sheet (October 2005) located online at [www.ojp.usdoj.gov/ovc/publications/factshts/vocacvf/welcome.html](http://www.ojp.usdoj.gov/ovc/publications/factshts/vocacvf/welcome.html) ). Formula grants to the states and territories provide supplemental funding for state crime victim compensation and assistance programs. Discretionary grants are awarded to support services to victims of federal crime, as well as to provide high-quality training and technical assistance to criminal justice professionals and victim service providers. The Director is authorized to respond to airline hijackings and terrorist acts, such as those of September 11, 2001, addressing terrorism or mass violence within and outside the United States, and to support the International Terrorism Victim Expense Reimbursement Program. With subsequent increases in funding for training and technical assistance, amendments now authorize use of discretionary funds for program evaluation and compliance efforts, authorize the Director to use Crime Victims Funds for fellowships and clinical internships, and to carry out programs designed to enhance information dissemination resulting from demonstration, surveys and special projects.

OVC also provides funding through the Children's Justice Act (CJA) Grant Program to assist American Indian tribes to develop, establish, and operate programs to improve the response to child abuse, particularly cases of child sexual abuse. The Victim Assistance in Indian Country (VAIC) grant program establishes victim assistance programs in remote areas of Indian Country where services are either limited or nonexistent on reservations. Additionally, OVC plays a significant role in shaping federal legislation and policy pertaining to victim issues. OVC is responsible for cooperating with and providing technical assistance to states, units of local government, and other private organizations or international agencies involved in activities related to crime victims. Technical assistance supports the implementation of policy, promotes the priorities of the Administration for improved victim services, and facilitates adoption and implementation of innovations and new directions in service delivery.

A major OVC objective is to improve the knowledge, skills and abilities of professionals working with crime victims. In pursuit of this objective over the past 10 years, OVC made considerable investments in funding organizations and projects that provide training to professionals seeking to establish an infrastructure to support and implement diverse but interrelated training opportunities. In 1995, OVC awarded funds to the Victim's Assistance Legal Organization to establish a National Victim Assistance Academy (NVAA) — an academic-based curriculum emphasizing foundation level education and training in victimology and victims' rights and services. Since 1995, 1,800 victim service professional throughout the country have attended the Academy. OVC recently approved a new 3-track concept to modify and update NVAA through OVC's Training and Technical Assistance Center (OVC TTAC). With NVAA as their flagship nationwide training program, OVC launched the State Victim Assistance Academies (SVAA) initiative in 1999 with grants to five states. The SVAAs are designed to provide comprehensive, academically based, foundation-level education (based on the original NVAA model) for victim assistance providers, victim advocates, and allied professionals. Twenty-five currently or previously funded SVAAs are in operation today as OVC strives to establish a viable SVAA in all fifty states by 2010. In 2003, OVC funded the development of the Victim Advocacy Training Online Project — an evidence- and Web-based foundation-level training course that will give victim assistance providers the skills they need to identify and respond to all types of victims and will be hosted on the OVC TTAC Web site once operationalized. Additionally in 2003, OVC tasked TTAC with the development of an American Indian/Alaska Native Victim Assistance Academy to provide culturally relevant foundation-level victim assistance training for this special population while taking into consideration the unique jurisdictional and geographical issues involved. Today, in concert with the aforementioned training initiatives, OVC TTAC sponsors an annual schedule of training workshops presented at various locations across the nation, offers support to state and national conferences, offers professional development scholarships to eligible victim service providers and other allied professionals, and supports the award of victim/survivor scholarships for attendance at eligible state and national conferences. OVC, through TTAC, is building a comprehensive training model offering and supporting a variety of interrelated learning opportunities for the victim service professional seeking skills enhancement opportunities.

OVC originally established the National Victims of Crime Training and Technical Assistance Center (TTAC) in 1998 for purposes of providing cost-effective training and short term technical assistance to victim assistance programs and other agencies that provide services to crime victims. In 2002, OVC re-competed and expanded the scope of the TTAC, including the creation of an OVC TTAC Information Source (OTIS) Web-based comprehensive information management system, developed to support all TTAC operations and functions, ensure effective management, facilitate proactive project planning, and identify areas that may need targeted services. This SOW details the support services to maintain, continue, and enhance the operation of the Office for Victims of Crime Training and Technical Center (OVC TTAC), including the maintenance and expansion of OTIS, with an increased focus on the provision of cost-effective training and technical assistance to service providers, crime victims, and allied professionals and volunteers who support crime victim advocacy programs. TTAC is currently in its eight year of operation with an annual funding level ranging from \$4,000,000 to \$6,000,000.

The OVC TTAC currently provides the following services: maintains an automated database of consultants as part of the OTIS (a comprehensive, Web-based information management system that provides OVC and select audiences with a single information source for OVC TTAC resources and activities); delivers recurring training and technical assistance to the victim services field aimed at increasing/enhancing victims services and the capacity of victims services agencies/organizations; promotes victims rights and services through providing speakers for conferences, and trainers for workshops, discussion groups, and other meetings and events on a host of victims issues; delivers technical assistance in response to emergency conditions and/or major incidents of mass violence; provides conference and meeting support with respect to planning and logistics; provides training upon request to meet specific needs; maintains an annual spring/summer and fall/winter training calendar of workshops that provide scheduled training nationwide; adapts and develops new training curricula and information resources; provides for the peer review of publications, products and grant applications; maintains the OVC TTAC Web site located at [www.ovcttac.org](http://www.ovcttac.org); administers the Professional Development Scholarship Program, the State Crime Victim/Survivor Scholarship Program, the State Conference Support Program, and the National Conference Support Program, and develops or adapts existing training and technical assistance materials to meet identified needs. Additionally, OVC TTAC handles administrative matters pertaining to the implementation and maintenance of the contract and provides services including processing consultant payments and reimbursements, coordinating background security clearance for prospective consultants, identifying and arranging for meeting room space relevant to training events held throughout the United States, etc.

The training offered through OVC TTAC is national, regional and site-specific. Regional and site-specific training, typically initiated by requests from the field at least 60 days prior to the event, may be carried out in one to three days, usually three hours in length or longer; usually in workshop or seminar format with the objective being attainment of some skill level for groups ranging from 25 to 100 participants. Speaker requests, also initiated by the field, are reviewed, evaluated, approved or denied and must be submitted

60 days prior to the event. Speaker requests are designed to support the field in promoting victim's advocacy and services using nationally recognized experts on crime victim's issues with information designed to heighten awareness and bring information of a general nature to large audiences. National training is offered through implementation of the OVC Annual Training Calendar with pre-defined dates and locations of scheduled offerings (and soon through the updated NVAA to be hosted by OVC TTAC once it is operationalized). Curricula offerings are, for the most part, drawn or adapted from curricula developed by OVC discretionary grantees in partnership with OVC staff. The curricula are recast into a model using adult learning principles through Instruction Systems Design (ISD) and, once approved by OVC, are added to our Calendar. Training offerings are posted online at [www.ovcttac.org/calendar/training.cfm](http://www.ovcttac.org/calendar/training.cfm) and facilitated by online registration and payment options through OVC TTAC.

A major service to the field offered by OVC TTAC is technical assistance designed to increase the capacity of victims' services agencies to deliver and sustain effective services to victims. This support has typically focused on program assessment, design and implementation, strategic planning, evaluation and quality improvement, and community collaboration. While it may be delivered in phases over an extended period of time, it is for the most part of short term duration, having as one objective, developing capability in local/state organizations to meet their own needs through acquisition of new skills or materials.

The OVC TTAC also provides direct program support to OVC's program divisions in materials development, conference/meeting planning, the management and facilitation of working and focus groups, and development and presentation of training to enhance program implementation skills of staff.

The audiences for OVC TTAC's training and technical assistance are Federal, tribal, state and local agencies serving crime victims, private not-for-profit (including faith and community-based) victims' services organizations and agencies, advocacy organizations who support and promote victims' rights and services, volunteer agencies who provide support to crime victims, and formula and discretionary recipients of OVC funds.

### ***B.3 Problem Addressed***

Victims of crime were virtually invisible in the laws and policies that governed our justice systems prior to the 1982 Final Report of the President's Task Force on Victims of Crime. While significant progress has occurred over the past two decades regarding rights of victims of crime, much remains to be done. In the years since enactment of VOCA, OVC has played a major role in the development and professionalization of this field by channeling significant funding to local communities and states for direct services to victims, delivery of substantive training and technical assistance to victims services practitioners, volunteers, and policy makers, development and replication of victim related promising practices nationwide, as well as through broad based dissemination of timely, substantive and relevant victim assistance-related information to the field. The Crime Victims Fund Report: Past, Present and Future<sup>1</sup> observed that "the Fund and the

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<sup>1</sup> Derene, S, *Crime Victims Fund Report: Past, Present and Future*, National Association of VOCA Assistance Administrators, March 2005

programs it supports have proved to be major contributors in fulfilling the Nation's commitment to meeting the needs of victims of crime."

The Office for Victims of Crime Report to the Nation 2003, Message from the Director, emphasizes that "The victims' field benefits from collaboration with an expanding pool of justice system and allied professionals. Although the field previously focused on "traditional" victim service providers and legal advocates, it now has enlisted support and involvement from allied professionals and the broader criminal justice community. OVC continues to address program and skills development for victim service providers and legal advocates through training and educational curricula. Today, the agency's capacity-building efforts also extend to advancing these policies and practices within law enforcement, prosecution, the judiciary, corrections, probation, and parole, as well as among shelters, schools, social service agencies, mental health providers, medical and dental practitioners, and the faith-based community."

The Office for Victims of Crime Report to the Nation 2005 points out that "OVC priorities are to address the evolving needs of the field and fill gaps in services. In FY 2003 and 2004, this meant dedicating resources to programs for trafficking victims, establishing ties with the faith community, refining systems and services designed to service victims of terrorism and mass violence, reaching out to small grassroots service providers, and expanding service networks to Indian Country."

While progress has been made in the past two decades in expanding rights and services for crime victims, new victims have emerged in relation to new technologies and changing environments. Terrorism, victims of cyber-crime, identity theft, human trafficking, drug facilitated sexual assault, fraud aided by electronic technologies place new demands upon OVC's training and technical assistance capabilities with respect to the quality and amount of resources available.

The increased number of small faith- and community-based victims' services agencies operating within small margins of funds and resources present special needs and challenges as many of these agencies identify cases that never come to the attention of established community victims' services agencies. This "silent" group of victims is reluctant to approach larger agencies either for fear of re-victimization, language barriers, or because of immigration status of themselves or family members. Many of these agencies/organizations could expand their capacity to more adequately serve victims both with respect to quality of service and numbers served, if additional resources are provided. A major challenge to OVC is to locate these organizations, determine needs and capabilities, and design training and technical assistance that support their objectives in user friendly and accessible ways.

Similarly, while many sub-recipients of state VOCA funds provide competent services, their efforts are made difficult by the lack of resources to maintain their operations. As a consequence, energies are not employed to define training and technical assistance needs which would support use of assistance to improve the quality of services, increase the number of victims served, or enhance their management capacities. These organizations constitute a set of unique challenges to effective use of OVC TTAC's training and technical assistance resources.

Finally, the OVC Report to Congress, December 1999, identified a need “to integrate crime victims’ issues into all levels of the Nation’s educational system to ensure that justice and allied professionals and other service providers receive comprehensive training on victims’ issues as part of their academic education and continuing training in the field”. OVC’s efforts in developing, in partnership with academic institutions of higher learning, a “victimology” field of study needs to continue and expand to more institutions of higher learning. OVC will continue to pursue avenues and explore this potential for reaching and training more volunteers, practitioners and managers with the goal of professionalizing this emerging field through OVC TTAC and other means.

#### ***B.4 Requirements***

The Office for Victims of Crime seeks a Contractor with the right blend of knowledge, experience and abilities to manage and enhance operations of the OVC TTAC. To achieve the intended operating results, the Contractor shall successfully perform the work outlined in this Statement of Work (SOW) and demonstrate an understanding and appreciation of OVC’s strategic goal for this training and technical assistance support services contract. A key competitive factor will be the extent to which the Contractor describes how the Center’s current operations and specific services can be enhanced and refined to more effectively meet the needs and build the capacity of victim service providers, allied professionals, volunteers and advocates. Particular emphasis will be placed on the Contractor’s ability to provide a detailed description of how the services anticipated under this contract will be delivered and the cost efficiencies which will be achieved in the management and staffing of service delivery. The Contractor is encouraged to be creative and innovative in their recommendations to implement the overall project particularly with respect to enhancements and refinements of the current operations. Alternative approaches may be presented, but should be supported by solid rationale as to how they would reflect the integration of and improvement over the suggested approach. Modifications in tasks and specifications within tasks are anticipated as the Center evolves and needs assessments are conducted.

The Contractor shall provide all personnel, facilities, equipment, tools, materials, supervision and other items and services necessary to perform the services as defined in section C.6, Projected Tasks. The Contractor must have an office presence within the local Washington, D.C., metropolitan area. The Contractor shall be responsible for coordinating and/or performing all tasks described and in support of close liaison with OVC, will provide two staff to work onsite at OVC headquarters (810 Seventh Street, NW, Washington, DC 20531). The Project Director will serve as a project liaison to ensure the orderly and uninterrupted flow of work and communication between OVC and OVC TTAC. The Operations Manager will provide operation support for OVC including database development, listserv maintenance, and the fulfillment of a variety of other customer service requests. The Contractor shall have access to the records, files, and materials of the present Contractor and will have access to appropriate OVC records and staff in carrying out its responsibilities under this project. Onsite contractor staff must receive a Government security background clearance and be issued an OJP identification badge prior to having access to OVC/OJP facilities.

## ***B.5 Performance Measurements and Quality Assurance***

The Contractor will be required to work with OVC to develop a quality assurance plan and to report quarterly on various performance measures and outcomes such as, but not limited to, the following:

- Number of victim service providers and allied professionals trained annually; Target of a minimum of 150 individuals trained per year with a targeted increase of 5% annually.
- Percent of training evaluation/feedback scores at 85% or above for all training and technical assistance events sponsored annually.
- Number of training and technical assistance events supported annually; and Number of TA training tools provided annually with a targeted increase of 2.5% annually.
- Incorporation of Earned Value to measure progress and status of all tasks, individually and collectively.

Any proposed measures should be linked to OVC, Office of Justice Programs, and Department of Justice performance requirements, as well as the President's Management Agenda. The Contractor must meet the minimum standards of performance (MSP) described below in performing the work described in the SOW. MSP distinguishes between satisfactory and unsatisfactory performance. At a minimum, to achieve satisfactory performance, the recipient must ensure the following: A) at least 90% of training and technical assistance requests from the field are submitted to OVC within 15 working days of receiving the request; B) at least 95% of the deliverables are completed within the time frames approved by OVC; C) that 100% all registered consultants receive semi-annual reminders to update their biographical information in the database; D) that all written materials, curricula, documents, publications, and brochures follow U.S. Government Printing Office guidelines and are 95% free of errors relating to content accuracy, style, spelling, and grammar; E) that all trainers, faculty, or consultants are approved by OVC and reflect a wide range of expertise, experience, cultural/ethnic diversity and geographic representation; F) that the most economical rates available for travel, lodging, and meeting costs are used 100% of the time; and G) that an adequate workforce is maintained at all times within the budget limitations of the contract to provide for the timely performance of all deliverables described in the SOW.

## ***B.6 Projected Tasks***

The Contractor shall perform the following tasks and shall propose an approach to each task, including any necessary procedures, formats and designs, to clearly indicate how the requirements and management of the tasks will be met. While the Contractor may propose enhancements and new services, they shall maintain and manage the following existing services critical to the successful operation of the OVC Training and Technical Assistance Center:

### **A.6.1 Task 1. Deliver Training and Technical Assistance**

#### *A.6.1.1 Recurring Training and Technical Assistance*

The Contractor shall manage and enhance the process and procedures for responding to requests from the field for site-specific training and technical assistance (T/TA). This includes managing a system and providing the personnel for receiving specific T/TA requests from within the United States via toll free telephone and Telecommunications Device for the Deaf (TDD), Web forms, emails, FAX and U.S. Postal Service; responding to these requests within 24 hours; and understanding the eligibility requirements and program guidelines in order to provide knowledgeable responses to the requestors. Requests are received from a variety of organization types (Federal, tribal, state, and local service providers, criminal justice agencies, and grassroots organizations) and requests generally seek to improve services to crime victims; address a range of crimes (e.g., homicide, sexual assault, domestic violence, terrorism, robbery, economic, etc.); various categories of victims (e.g., women, children, the elderly, the disabled, etc.); or capacity building needs (e.g., strategic, program planning, cultural competency, program assessment and evaluation, etc.).

The Contractor shall propose a protocol to respond to and fulfill all T/TA assistance requests from the field which at a minimum includes: receiving and documenting T/TA requests; responding to and seeking clarification of problems and needs; evaluating requests based on eligibility, guidelines and stated OVC priorities; establishing the type and time-frame in which the assistance is to be delivered; suggesting appropriate subject matter specialist(s); determining approximate cost; coordinating with OVC on approvals and/or denials; generating approval and/or denial correspondence; managing consultant fees, travel, lodging and per diem; coordinating consultant participation; processing consultant reimbursements; analyzing and assessing participant T/TA evaluations; and working closely with the OVC Resource Center and other Office of Justice Programs (OJP) components (as appropriate) to leverage and provide resource materials. The Contractor shall define a process for the routine assessment of T/TA supported by OVC TTAC that includes determining whether identified needs were met and anticipated result(s) achieved; and provide recommendations for improvement in the project design and/or performance.

The Contractor shall plan to manage and fulfill approximately 80 to 100 site-specific T/TA requests annually under this task to meet the unique program needs of service providers in different parts of the country, including but not limited to, OVC discretionary grantees, VOCA administrators and subrecipients, Children's Justice Act (CJA), Victim Assistance in Indian Country (VIAC), Tribal Victim Assistance (TVA) sub-grantees, and HOPE I and II, and trafficking grantees. Requestors are generally seeking support for one to two consultants; for presentations ranging in length from two hours to 24 hours; over a period of one to three days, with an average cost of \$2,000 to \$3,500 per request. OVC TTAC supported 76 T/TA events between May 2004 to May 2005 (123 requests were received; 31 requests were denied by OVC; 16 were withdrawn or canceled by the requesting agency/organization).

The Contractor shall continue to manage and maintain three "learning communities" - an online mechanism for delivering technical assistance to urban high crimes, trafficking and State Victim Assistance Academy grantees and support the

development of additional communities as tasked. Additionally, the Contractor shall support designated TA providers for these learning communities as they monitor the online exchange of information in the learning communities and provide on-site TA to the grantees, themselves.

*A.6.1.2 The Contractor shall provide three other levels of T/TA response:*

- **Short term response** provides effective verbal or written assistance in a brief period of time. Usually this assistance is in response to a phone call, email or letter and is responded to verbally or by email or U.S. mail within one business day. Examples include an OVC grantee or other agency requesting the name of a trainer/consultant with expertise in a particular subject area (e.g., domestic violence, elder abuse, child sexual abuse or identity theft); or a consultant with knowledge of a special victim assistance program or approach such as establishing support groups for homicide survivors or experience operating an automated victim notification system.
- **Comprehensive response** is a specialized, developmental response that addresses a specific crime victim issue, or component of the victim services system and provides effective long- or short-term assessment and/or assistance. Thus, the assistance may only address specific topics such as sexual assault nurse examiners, victim notification, victim impact statements, staff development, organizational structure, strategic planning, and can include conference or workshop presentations addressing specific victimization issues — homicide, sexual assault, domestic violence, elder abuse, grief and loss, etc., for service providers and other allied professionals. An example is a request for assistance in developing a Sexual Assault Nurse Examiner/Sexual Assault Response Team (SANE/SART) in a medical facility. Another example is a request for TA for human trafficking grantees including the development and maintenance of an online learning community containing resources, performance measurement forms, and a discussion board for information sharing and links to other resources. The Contractor will receive a Work Plan Request approved by the OVC Contracting Officer's Technical Representative (COTR) for projects of this nature and tasks may include ongoing maintenance or periodic follow-up to build capacity with the requestors assistance issue to help them solve problems or provide more information and training in the implementation of the new plan, system, technology, or approach.
- **Response to a critical need** such as response to terrorism, mass violence or a community disaster. OVC is called upon to provide TA on short notice in response to national and international incidents of mass violence. Under the current and previous OVC TTAC contracts, activities have included: providing a consultant to conduct a three-day session on understanding and responding to sudden grief and loss as a result of the Red Lake Nation school shooting in April, 2005; support for the Virginia Victims Response Center and toll free number in responding to the victims following the events of September 11, 2001; assisting the Ramah branch of the Navajo Nation after a drunk driving crash that resulted in eight fatalities; bringing a noted psychologist to work with survivors and

community members following a quadruple homicide on the Wind River Indian Reservation. The Contractor can expect to manage the logistical support arrangements for consultants responding to incidents of this nature as they arise. Activities are similar to those for recurring T/TA responses but management and logistical arrangements are time-sensitive and the Contractor may need to be responsive after normal business hours and on weekends. Currently, an OVC TTAC protocol for responding to terrorism and mass casualty crimes is under development addressing OVC and OVC TTAC responsibilities, points of contact, contingency data access plans, use of leased satellite phones and including a draft letter of agreement and an OVC Resource List (pre-identified consultants). The Contractor shall implement and enhance this protocol and develop other protocol as appropriate for time-sensitive responses.

#### **A.6.2 Task 2. Provide Training to the Victims Field**

The Contractor shall provide training through OVC TTAC including the planning, development, delivery, and evaluation of activities designed to achieve specific learning objectives for practitioners, volunteers, administrators, and policy makers serving crime victims and can be individuals, groups and/or organizations. The learning objectives may be achieved using a variety or combination of training methods such as lecture, group discussion, demonstration, role play and other methods of group and individual interaction; and may include such activities as supervised on-the-job instruction, classroom training, distance learning, self-directed learning and workshops. The Contractor shall apply the Instructional Systems Design (ISD) approach and use the ADDIE model for the development and adaptation of all curricula. While OVC TTAC serves as a dissemination mechanism for training curricula developed by discretionary grantees funded through OVC, it has a responsibility to assure that curricula offered under its auspices meets the criteria for sound training, and that trainers have demonstrated the requisite experience and expertise in training methodologies and subject matter expertise to provide participants with a beneficial experience. In order to achieve this requirement and contribute to maintaining base line standards in curriculum development and training methodologies, the Contractor must demonstrate expertise in these areas.

The Contractor shall continue to facilitate OVC's training at: national training events/conferences where OVC TTAC sponsors one or more workshops on specialized topics, or provides consultants for workshops scheduled by the conference planners; regional conferences where specialized or capacity building workshops are presented by OVC, TTAC and OVC Resource Center (OVCRC) staff or consultants; special purpose cluster meetings designed to support grantees working on a similar project, topic or scope; and to implement the OVC TTAC Training for Victim Service Providers (referred to herein as the OVC Training Calendar) scheduled annually at geographically diverse locations across the Nation. Additionally, the Contractor shall propose enhancements for learning/training practices incorporating the use of a variety of new technological approaches.

The Contractor shall continue to coordinate and facilitate the restructuring, redevelopment, marketing and implementation of the National Victim Assistance Academy (NVAA) currently underway. A working group was convened and the

curriculum and reference manual for the foundation-level training is under development with a pilot test tentatively scheduled for November 2006. The Contractor shall facilitate the development, implementation and evaluation of the new foundation-level training, followed by the specialized and management-level training as set forth in the approved NVAA Concept Paper (available by request from the Contracting Administrator) or as modified by OVC and on a timeline to be determined. The Contractor shall host this new national-scope training Academy, once it is operationalized, and facilitate its incorporation in an overall OVC training strategy.

The Contractor shall continue to coordinate and facilitate the development, marketing, implementation, and evaluation of the American Indian/Alaska Native Victim Assistance Academy (AI/AN VAA). A pilot test was presented in August 2005 and feedback from the pilot is driving revisions to the curriculum.

The Contractor shall be prepared to undertake the development and implementation of additional audience- and/or topic-specific Victim Assistance Academies (e.g., Federal) as specifically tasked and funded by OVC.

#### *A.6.2.1 OVC TTAC Training for Victim Service Providers.*

The Contractor shall plan, develop, deliver and evaluate an annual schedule of workshops (10 to 12 annually) with an average of 25 to 30 participants each. Curricula offerings are, for the most part, currently drawn or adapted from curricula developed by OVC discretionary funded grantees in partnership with OVC staff. Training offerings are posted online at [www.ovcttac.org/calendar/training.cfm](http://www.ovcttac.org/calendar/training.cfm) and facilitated by secure online registration and payment options. For Fiscal Year 2006, the following courses were/are scheduled for presentation:

##### **Fall/Winter 2005**

- Sexual Assault Advocate/Counselor Training, September 28-29, Cheyenne, Wyoming
- Basics of Strategic Planning, October 11-12, Madison, Wisconsin
- Needs Assessment: A Critical First Step in Victim Services Program Planning, November 2-3, Pittsburgh, Pennsylvania
- Program Evaluation, December 6-7, Phoenix, Arizona
- Mental Health Response to Mass Violence and Terrorism, December 6-8, Tampa, Florida

##### **Spring/Summer 2006**

- Curriculum Design Training for Victim Service Providers, February 7-10, Orlando, Florida
- Sexual Assault Advocate/Counselor Training, February 21-22, Raleigh, North Carolina
- Providing Culturally Competent Services to Victims of Crime, March 7-9, St. Louis, Missouri
- Mental Health Response to Mass Violence and Terrorism, March 21-12, Houston, Texas
- The Ultimate Training, April 4-6, Seattle, Washington
- Basics of Strategic Planning, April 11-12, Denver, Colorado

- Capacity-Building Fundamentals for Tribal Victim Service Providers, May 9-11, Santa Fe, New Mexico
- Needs Assessment and Program Evaluation, May 16-18, Pittsburgh, Pennsylvania

The contractor shall design a plan for the effective development, coordination and presentation of all workshops presented on this annual schedule of offerings including, at a minimum: development or adaptation of curriculum (as approved by OVC); logistical arrangements including hotel contracts (negotiated in coordination with the OJP Contracting Officer); the provision and compensation of competent trainers; development of course materials; marketing activities; online registration and fee collection; and evaluation. The Contractor shall propose a plan to forecast (for OVC approval) the development of the annual workshop topics in advance based on available OVC grantee-produced curricula, feedback from the field and the OVC Resource Center, assessments and evaluations, summary analyses of OVC Web Forum discussions and postings, and OVC stated priorities and technical assistance requests received throughout the year.

*A.6.2.2 The Contractor shall provide three other levels of OVC-requested training support services as needed:*

- National conferences are designed to address a specific crime victims' issue or target audience and to provide state-of-the-art information on effective programs and practices. Participants range from 200 to 800 and may include Federal, tribal, state and local victim service providers and other allied professionals including but not limited to law enforcement, prosecutors, medical and corrections community and OVC grant recipients. Faculty and speakers may include a mix of nationally recognized experts on victim's issues as well as victims, practitioners, and policy makers. A national conference could take the form of video conferences telecast nationwide, highly structured symposium, or focus groups. The Contractor can anticipate not more than three national conferences annually and a Work Plan Request will be issued by OVC.
- Regional meetings/conferences are events for multiple states or large organizations for specified audiences (e.g., VOCA compensation and assistance administrators and sub-grantees) and the topics covered tends to be even more tightly focused than that of national conferences, and geared to those responsible for implementing similar programs, addressing similar problems and/or making executive decisions within their organizations. Examples of issues addressed may include strategies for implementing victims' rights legislation, VOCA compensation or assistance programs, state or federal victim-witness issues, or victims of trafficking. The Contractor can anticipate no more than three regional meetings/conferences annually and a Work Plan Request will be issued by OVC.
- Cluster meetings, which may be classified in some instances as technical assistance, are designed to facilitate effective program implementation of OVC funded programs by bringing together project directors, grantees, victim service providers and staff to discuss program results to date, problems encountered, promising practices, and lessons learned and/or to provide technical assistance and opportunities for networking. This assistance is tailored to the needs of a

single or small group, generally initiated in response to a request for assistance from an OVC division. The Contractor shall provide logistical support for the meeting and provide a facilitator or consultant(s) having expertise in the problem or area of need. Such meetings are generally held in the Washington, D.C., metropolitan area and the OVC requestor for the cluster meeting identifies the participants, proposes locations, and develops the agenda in collaboration with the Contractor. OVC will identify the type, subject, and number of cluster meetings anticipated at the beginning of contract year. Not more than two cluster meetings will be scheduled per year and grantees attending will generally pay their expenses for travel and per diem. In most instances, the Contractor will serve as facilitator of these meetings. OVC will issue a Work Plan Request for cluster meetings as the need arises but generally not more than three annually.

#### **A.6.3 Task 3. Develop and Adapt Training and Technical Assistance Materials**

In the interest of increasing the number of soundly developed curricula, training manuals, technical guides, and resource materials available to OVC's target audience, the Contractor shall identify materials suitable for adaptation and presentation on the OVC Training Calendar. As requested by OVC, the Contractor shall also develop new or tailor existing training materials developed by or for OVC or others to the needs of a particular group of service providers. (For example, a number of curricula developed by OVC were designed for four to five days of training. Often requests are made for the content to be delivered, but the time available only permits a two to three day delivery.) Similarly, materials have been developed for training law enforcement personnel, child abuse advocates, and judges (to mention a few) on victims' issues that could be adapted for OVC's target audiences. Following presentation on the OVC Training Calendar, the goal is to make our training curricula available for dissemination via the OVC TTAC Web site and, in some instances, via other media (e.g., DVDs). The Contractor will also be tasked with developing new materials where needs are identified by OVC, to meet specific and emerging needs or to facilitate achievement of specific objectives. The Contractor also may be tasked with developing materials based upon products developed by an OVC grantee for the purpose of facilitating transition of products and concepts into a training and technical assistance model using adult learning theory suitable for national scope delivery.

The Contractor shall coordinate the development of topic specific publications identified by OVC staff including brochures and briefing packages, and other materials on crime victim issues which foster opportunities to stimulate discussion on victim-related issues or promote policies and strategies to strengthen advocacy on behalf of victims. Such materials should lend themselves to general dissemination at conferences, workshops, or training sessions, or for distribution through general mailings to the field or via the Web site as appropriate. This task may also include development of monographs/reports or profiles on emerging issues where expertise does not exist among OVC's grantees or within the victims field. It may also include editing or graphic design work for OVC TTAC outreach materials (e.g., training calendar postcards and conference support program fliers, etc.). The Contractor shall identify opportunities for adapting existing materials as this is a cost effective way of making substantive/quality materials available to the field.

The Contractor shall provide for the ongoing content update of existing training curricula annually, based on the needs of the field, while those curricula are being presented on the OVC Training Calendar. For curricula available online or in other media formats, updates will be specifically tasked by OVC.

#### **A.6.4 Task 4. Maintain and Enhance the OVC Training and Technical Assistance Management Information System**

The Contractor shall maintain and operate the Office for Victims of Crime Training and Technical Assistance Center Information Source (OTIS) — a comprehensive, Web-based, information management system that serves as a single information source for T/TA resources and activities. The system currently contains data, in five modules, on various categories of information: training and TA recipients, consultants, OVC work plans, and needs/evaluation data. The Contractor shall ensure that OVC has access to OTIS modules for administrative review purposes.

The Contractor shall maintain existing and propose enhancements to the current OTIS modules as follows:

- **Module 1 – Technical Assistance Request Module:** This module tracks all T/TA events received by OVC TTAC from TA request submission, to planning, delivery, and completion.
- **Module 2 – Consultant Module:** The module houses a centralized database of expert consultants to support OVC's training and TA needs. It includes information on location, skills, training and TA delivery history, and evaluations. Currently, there are 400 consultant records in this module and work is underway to allow consultants direct access to their records in this module to facilitate the updating of their information. OVC staff currently has access to the non-sensitive, non-private information in this module.
- **Module 3 – Evaluation Module:** The Evaluation module captures data from OVC TTAC-sponsored or supported surveys of the field. This includes data completed by T/TA requesters and recipients.
- **Module 4 – Work Plan Module:** The Work Plan module tracks all work plans received by OVC and includes a description of the work plan assignment, the OVC division requesting the work, and a task plan and budget estimate developed for each assignment.
- **Module 5 – Scholarship Module:** The Scholarship module tracks all applicants, awardees, deliverables, and financial reimbursement information for the Professional Development and State Victim/Survivor Scholarship Programs.

The Contractor shall continue the development of a State and National Conference Support Programs module to capture information relative to these programs. It is anticipated that the operation of OTIS will continue in an uninterrupted manner and that any subsequent planned additions to OTIS will be carried out and enhancement proposed by the Contractor as appropriate.

#### **A.6.5 Task 5. Provide Peer Review Services**

The Contractor shall manage the current process of using OVC TTAC consultant services to support the review of OVC grantee-developed publications and products and OVC

grant applications. Upon receipt of a grantee-produced product (e.g., bulletin, fact sheet, monograph, training curriculum, videotape, DVD, etc.) submitted for review by OVC, the Contractor conducts an external peer review with panelists comprised of OVC consultants registered in the OVC TTAC consultant database (as recommended by OVC). The resulting reviewer's opinions are a major factor in determining OVC's publication and dissemination decision. In the case of grantee-developed publications and products, the peer review concentrates on the substance of the grant product, but frequently addresses the editorial quality of the document and the contribution likely to be made by dissemination to the field. The Contractor shall provide the peer reviewers comments (along with a summary document produced by the Contractor synthesizing the reviewers comments) to OVC program managers who help the authors/grantees address whatever concerns may have been raised not only by the peer review panel but also by program staff within OVC. The final decision is made by OVC's Director who authorizes, as appropriate, the publications unit to begin editorial and production work. The publication and product peer review process currently is handled via electronic file transfers and is facilitated by OVC TTAC. The grant application peer review process is time-based and handled via the OJP Grants Management System (GMS) housed on OJP servers and is facilitated by OVC TTAC. **NOTE: The peer review of grant applications will be removed from this requirement by OJP at a date as yet unspecified.**

The Contractor shall continue to conduct publication, product, and grant application peer reviews and plan to coordinate the support arrangements for review and reporting on 8 to 10 publications and products and up to 50 grant applications annually. The Contractor shall identify and recommend participants based on subject matter expertise; select and notify consultants as necessary; compensate the reviewers; follow up with consultants, as required, and prepare a summary recommendations document for each review. OVC does not conduct in person peer review panels so costs associated with the peer review process includes no travel, lodging or per diem expenses.

From May 2004 through May 2005, 10 publications/products were peer reviewed and there were 5 grant solicitations released resulting in the peer review of 52 total grant applications.

#### **A.6.6 Task 6. Assess and Evaluate Training and Technical Assistance**

The Contractor shall have the capability to respond to requests for services related to needs assessment and evaluation including evaluation designs, instrument development, implementation, analyses, and evaluation reporting. The Contractor shall assist in the development and implementation of both needs and evaluability assessments. Tasking may include the development of a variety of materials such as standard technical assistance resources and user guides to assist victim service agencies with needs assessments, performance measurement, and evaluation. Additional reports and evaluation and analytical tasking will be required as events dictate and may include, but not be limited to, requests such as the evaluation of training curricula and resources, training events (OVC as well as others in the field), and training strategies.

##### **A.6.6.1 Needs Assessment**

Responsive and timely technical assistance and training rely upon the availability and use of current and accurate information regarding needs of the target population(s)

served, environmental contexts in which these populations reside, the policies and economic factors impacting services and the accessibility issues such as location of services, language and cultural barriers, legal and social constraints. As noted in C.3, Problem Addressed, OVC priorities include addressing gaps and needs in services and reaching out to grassroots providers, Indian Country, and other underserved victims. In order to accurately design and focus T/TA, it is essential to get first hand information on the needs of these populations. The Contractor will design a minimum of two needs assessments to be specified by OVC over the course of the contract. This is not envisioned as a major research effort, but rather a qualitative view and analysis of information collected online and/or in print from a small sample of respondents and locations which can be projected to be reflective of broader populations. When tasked by OVC, the Contractor should plan to develop, design and acquire needed Office of Management and Budget (OMB) approval of the online and/or print data collection instruments, as appropriate.

As a standard practice, the Contractor shall provide ongoing needs assessments of the T/TA needs of the field through a variety of cost-effective methods including the fulfillment and *analysis* of recurring T/TA requests from the field (Task 1).

#### A.6.6.2 *Evaluation*

The Contractor shall provide monthly reports to the OVC COTR reflective of activities and deliverables of OVC TTAC as well as on the critical elements captured and tracked through the OVC TTAC information management system (OTIS). (The Contractor shall allow OVC access to this OTIS data for administrative review and to inform program decisions.) At a minimum, monthly reports should capture TTAC's response to training and technical assistance requests, marketing activities, trends in training and technical assistance, results of quality assurance activities, noteworthy results and any problems.

Within 90 days following the conclusion of each contract year, the Contractor will prepare and submit to the OVC COTR a year end project evaluation report designed to:

1. Assess the performance (both outcome and impact) of assistance provided through OVC TTAC for both monitoring and accountability purposes.
2. Ensure assistance provided by OVC TTAC is of high quality and is effective in meeting the needs of the field.
3. Provide documentation regarding how well OVC TTAC is meeting specific objectives and achieving anticipated operational results identified by OVC for OVC TTAC.
4. Highlight all major project accomplishments for the contract year and identify feedback from the field to help inform OVC programming.
5. Identify areas where emerging victim issues and TA needs are being objectively observed so that future resources may be leveraged.

#### **A.6.7 Task 7. Support Education, Marketing and Outreach**

The Contractor shall ensure the fields' ability to make full and effective use of the services and resources of OVC TTAC by implementing effective and aggressive

outreach within the context of a comprehensive strategy for informing the public about the array of services provided by OVC. The core of this strategy must be information about the needs and rights of crime victims and how OVC's full array of services are designed to impact these needs. The Contractor shall, within the first quarter of contract award, design, seek OVC approval, and implement a full strategy for marketing OVC's services which educates and informs the targeted audiences about what these services are and how they can be accessed. The education, marketing and outreach plan should anticipate use of OVC and OVC TTAC's Web sites at [www.ovc.gov](http://www.ovc.gov) and [www.ovcttac.org](http://www.ovcttac.org), dissemination of information through the OVC Resource Center (including e-blast, JUSTINFO, and Justice Resource Update), OVC listserv announcements, articles in organization and association newsletters (about various aspects of victims needs, best practices, and training offered), postcards, OVC TTAC brochures and fliers, the display and dissemination of OVC TTAC materials at major training conferences, online posting of the OVC Training Calendar, and other promotional materials. The Contractor shall propose effective outreach supported by quality OVC TTAC services that should result in increased demand and maximizes the use of resources available to this contract. Additionally, the Contractor shall develop the marketing plan to work in concert with the efforts of the OVC Resource Center and ensure approaches are cost-effective, not duplicative, and follow the look, feel and brand established by OVC. Specifically, the Contractor shall propose methodologies to market OVC TTAC in conjunction with OVC Resource Center outreach activities leveraging the use of hardware and personnel for cost efficiencies.

The Contractor shall maintain the existing process and propose enhancements for managing the OVC TTAC consultant pool (approximately 400 individuals/records) including facilitating the selective recruitment and enrollment process, obtaining Government security background clearances, collecting biographical information, updating currently registered online consultant information, updating consultant database module, and updating consultant learning community. The contractor shall assume maintenance of and ensure that the consultants' secure Web-enabled learning community provides updated templates, guidelines, and offers other resources to facilitate learning and cooperation. The Contractor shall propose policies and procedures to ensure the maximum number of consultants are routinely given an equal opportunity to participate in the performance of all T/TA requests from the field and in tasks requested by OVC.

In coordination with OVC and the OVC Resource Center, the Contractor will facilitate and coordinate the provision of OVC TTAC consultants (registered in the OVC TTAC consultant database) as guest hosts, moderators, and subject matter experts for the monthly OVC Web Forum hosted sessions located at <http://ovc.ncjrs.org/ovcproviderforum/index.aspdiscussions/posting>. Hosted sessions are currently scheduled once a month (1 hour in length) with nine additional hosted sessions scheduled during Fiscal Year 2006. (From October 2004 through October 2005, 13 consultants received stipends for participating as a Web Forum guest host at a flat rate of \$250 each for a total of \$3,250.) OVC TTAC involvement includes proposing appropriate subject matter consultants for OVC approval, issuing contracts and dispersing stipends. Additionally, the Contractor will provide a semi-annual report to OVC analyzing and

providing recommendations for future hosted session topics based on emerging issues in the field and the Web Forum discussions and postings.

The Contractor shall provide for the continued operation and enhancement of the OVC TTAC Web site located at [www.ovcttac.org](http://www.ovcttac.org). The Contractor shall ensure that the Web site is capable of simultaneous multi-user operations with no degradation to systems response. The Web site shall be maintained in a manner that makes the content available to the greatest number of users and meets the OMB and DOJ Web site guidelines. (For more specific information on Section 508 compliance, go to [www.section508.gov](http://www.section508.gov).) The Contractor shall host and maintain the OVC TTAC Web site on their servers and provide for ongoing updates of all existing and new online material including data links, upcoming training events, program information and other information defined by the OVC COTR. Additionally, the Contractor shall maintain and enhance the secure Web-enabled consultant orientation training, the online Professional Development Scholarship application form, and the online registration and payment option for the annual schedule of training workshops.

During FY 2006, the Contractor shall propose a plan and provide for the conversion of the current OVC TTAC Web site “.org” URL to the required “.gov” URL including proposing a plan to meet the ongoing OMB mandated reporting requirements following the conversion. (For more specific information on OMB domain policy compliance, go to [http://www.firstgov.gov/webcontent/reqs\\_bestpractices/omb\\_policies/domains.shtml](http://www.firstgov.gov/webcontent/reqs_bestpractices/omb_policies/domains.shtml))

The Contractor shall maintain the continued operation of the Professional Development Scholarship Program, the State Crime Victim/Survivor Scholarship Program, the State Conference Support Program and, in conjunction with OVC and OVC Resource Center, the National Conference Support Program. The Professional Development Scholarship Program provides eligible individuals with up to \$1000 in scholarship funds and multi-disciplinary teams with up to \$5000 to reimburse them for certain expenses incurred for attendance at professional development training events on victim issues. (From February 2004 through October 2005, 788 Professional Development Scholarships have been received; 328 were approved by OVC and funded for a total of \$247,999.42.) The State Crime Victim/Survivor Scholarship Program provides financial resources (up to \$10,000) to eligible agencies and organizations sponsoring statewide conference that focus on enhancing services to crime victims. (From April 2005 through October 2005, 2 State Crime Victim/Survivor Scholarship Program applications were received and funded for a total of \$18,500.) Through the State Conference Support Program, eligible agencies and organizations receive support on a reimbursement basis for costs (up to \$15,000) related to speakers/trainers, meeting space, conference materials, AV equipment and for scholarships, all on a reimbursement basis. (From April 2005 through October 2005, 1 State Conference Support Program application was received and funded for a total of \$12,999.) Through the National Conference Support Program, OVC, TTAC and OVC Resource Center support the efforts of public and private, not for profit organizations with national memberships hosting a national conference on victims' issues. The support available is a menu of items including trainer/presenter support, scholarships, presentation of workshop and the OVC exhibit or Tech Expo. (The OVC exhibit and Tech Expo equipment and materials are provided by OVC Resource Center.) (From April

2005 through October 2005, 5 National Conference Support Program applications were received and awarded for a total of \$90,500.)

The Contractor shall propose a protocol for OVC review and approval that, in the event of a natural (e.g., flood, earthquake, fire, etc) or other disaster, catastrophe or mass terrorism event that renders the Contractor's current workspace and systems unusable, provides a strategy for recovery of OVC TTAC computer systems and network services in order to support the full recovery of OVC TTAC basic operations within 10 business days following the occurrence.

#### **A.6.8 Task 8. Support New OVC Initiatives and Services**

The Contractor shall provide assistance to address a specific need or emerging issue and it could take any form not specifically included in the elements described above. The topic and the task may be defined by the COTR in response to the OVC Director's priorities, needs of the Deputy Directors or Division Directors, or needs not anticipated in maintaining effective operation of the Center. Such assistance will be consistent within the scope of work of this contract or subject to modification of a task (e.g., the Contractor may be tasked to provide technical assistance or conference support to other OJP bureaus, to other offices within the Department of Justice, or to other Federal agencies within the general scope of the contract).

The Contractor will receive a Work Plan Request approved by the OVC COTR for requests under this task.

### **A.7 Deliverables**

#### **A.7.1 Monthly Meetings with the COTR**

The Contractor shall meet with the COTR monthly to discuss the overall conduct of the contract, the project design, and the proposed methodologies.

The Contractor shall meet with the COTR as often as the Government deems necessary, but no less than monthly. At these meetings, a mutual effort will be made to resolve any and all problems identified.

#### **A.7.2 Contractor Monthly Reports**

The Contractor shall provide monthly status/evaluation reports of contract activity (in addition to other reports as required in the SOW). Reports shall include information regarding action taken in support of the tasks, status of Work Plan Requests, scheduled T/TA events, analytical summaries of participant and requestor evaluations (as available) and will reflect costs expended to date on individual projects. Reports will include the critical elements captured and tracked through the OVC TTAC information management system (OTIS). (The Contractor shall allow OVC access to this OTIS data for administrative review and to inform program decisions.) At a minimum, monthly reports should capture TTAC's response to training and technical assistance requests, marketing activities, trends in training and technical assistance, results of quality assurance activities, noteworthy results and any problems.

These monthly status reports shall be submitted to the COTR and the Contracting Officer no later than the tenth (10) day of the month following the month being reported.

Changes to this submission schedule and report content may be made with COTR approval.

### **A.7.3 Annual Evaluation Reports**

Within 90 days following the conclusion of each contract year, the Contractor will prepare and submit to the OVC COTR a year end project evaluation report designed to:

Assess the performance (both outcome and impact) of assistance provided through OVC TTAC for both monitoring and accountability purposes.

1. Ensure assistance provided by OVC TTAC is of high quality and is effective in meeting the needs of the field.
2. Provide documentation regarding how well OVC TTAC is meeting specific objectives and achieving anticipated operational results identified by OVC for OVC TTAC.
3. Highlight all major project accomplishments for the contract year and identify feedback from the field to help inform OVC programming.
4. Identify areas where emerging victim issues and TA needs are being objectively observed so that future resources may be leveraged.

## **Attachment C**

### **Statement of Work for Office of Juvenile Justice and Delinquency Prevention**

#### ***B.1 Strategic Goal of the Office of Juvenile Justice and Delinquency Prevention (OJJDP)***

To provide national leadership in addressing the issues of juvenile justice, and in increasing the capacity of State and local governments and public and private agencies in the conduct of effective programming for at-risk and delinquent youth. One primary vehicle for accomplishing this goal is OJJDP's commitment to provide training and technical assistance (TTA) to the juvenile justice field. OJJDP sponsors a broad array of TTA initiatives coordinated through its divisions. The range of these services includes onsite and remote TTA, training design and curriculum development, publications development and dissemination, and conference planning and coordination. OJJDP's existing TTA program serves to:

- Plan and develop programs to prevent and respond to juvenile offending and child victimization
- Develop the skills of professionals and volunteers working with high-risk and delinquent youth and their families
- Identify and disseminate information about techniques and methods proven effective in preventing and treating juvenile delinquency
- Support jurisdictional teams that assist State and local agencies working directly with high-risk and delinquent youth.

#### ***B.2 Background***

As the provision of TTA services became more distinct and complex, in 1995, OJJDP created the National Training and Technical Assistance Center (NTTAC) to facilitate systematic coordination of OJJDP TTA resources. Specifically, the NTTAC was established to increase responsiveness to consumer needs, promote the use of best practices in the provision of training and TA programs, collaborate among members of the OJJDP training and TA provider network, and employ performance standards for effective practice in the assessment, planning, delivery, and evaluation of TTA. While great strides have been made, more work is needed to improve the overall quality, management, and delivery of TTA funded by OJJDP, and to leverage resources across organizational divisions and jurisdictional barriers.

More recently, OJJDP NTTAC began providing more targeted TTA services to various constituent groups within the juvenile justice community. One of these groups includes grant recipients of OJJDP's Juvenile Accountability Block Grants (JABG) Program, administered by the State Relations and Assistance Division.

Through the JABG program, funds are provided as block grants to states for programs promoting greater accountability in the juvenile justice system. Local and tribal governments can then apply to the states for funds to support local accountability programs. In addition, OJJDP makes grants to federally recognized tribes to strengthen tribal juvenile justice systems and to hold youth accountable. These grants are made competitively.

NTTAC will continue as the national training and technical assistance provider for the JABG program to ensure that comprehensive support is available to states and units of local government. The goal of this support is to provide states and units of local government with the means to implement state-of-the-art accountability-based programs in any of the 16 program purpose areas. Prior to October 1, 2003, the JABG program was known as the Juvenile Accountability Incentive Block Grants (JAIBG) program.

### **B.3 Requirements**

The objective of OJJDP in issuing this Performance Work Statement is to foster innovation and efficiency. Through the issuance of this order, OJJDP serves to improve overall service delivery, replicate model practices and programs, increase collaboration and leveraging of resources, support enhanced data collection efforts, utilize technological advances to provide TTA resources, increase accountability for results, and support enhanced management of OJJDP projects.

It is OJJDP's operational goal to maintain a seamless operation of NTTAC as a new contract is being negotiated. It is also OJJDP's objective to achieve technical innovation in design and delivery of services, while achieving efficiencies in the cost to the government in delivery of these services, with emphasis upon maximum amount of services delivered to the target audiences. The contractor is therefore expected to propose approaches which will provide quality services in a cost-effective manner.

Specific service requirements of this order include:

1. Provide assistance to OJJDP's constituency with particular emphasis on the Juvenile Accountability Block Grant program, performance measurement, Community-and Faith-based Initiatives, mental health, law enforcement and corrections-related initiatives, and emerging topics of the OJJDP Administrator.
2. Leverage and coordinate OJJDP resources to the fullest extent by providing comprehensive services to the TTA requestor. This is done by overcoming boundaries among OJJDP grantees and contractors that are typically in place due to their concerns about perceived proprietary protections and competitive advantage. The contractor will be responsible for developing and implementing models of collaboration and coordination among OJJDP program training and TA providers.
3. Place major emphasis on assisting states and local communities in training and TA support of the 16 JABG program areas:
  - A. **Graduated sanctions:** Developing, implementing, and administering graduated sanctions for juvenile offenders.
  - B. **Corrections/detention facilities.**

- C. **Court staffing and pretrial services:** Hiring juvenile court judges, probation officers, and court-appointed defenders and special advocates, and funding pretrial services (including mental health screening and assessment) for juvenile offenders, to promote the effective and expeditious administration of the juvenile justice system.
  - D. **Prosecutors (staffing).**
  - E. **Prosecutors (funding):** Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively and for technology, equipment, and training to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders.
  - F. **Training for law enforcement and court personnel:** Establishing and maintaining training programs for law enforcement and other court personnel with respect to preventing and controlling juvenile crime.
  - G. **Juvenile gun courts:** Establishing juvenile gun courts for the prosecution and adjudication of juvenile firearms offenders.
  - H. **Juvenile drug courts.**
  - I. **Juvenile records system:** Establishing and maintaining a system of juvenile records designed to promote public safety.
  - J. **Information sharing.**
  - K. **Accountability:** Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies.
  - L. **Risk and needs assessment:** Establishing and maintaining programs to conduct risk and needs assessments of juvenile offenders. Programs should facilitate effective early intervention and the provision of comprehensive services, including mental health screening, and treatment and substance abuse testing and treatment, to such offenders.
  - M. **School safety:** Establishing and maintaining accountability-based programs that are designed to enhance school safety.
  - N. **Restorative justice:** Establishing and maintaining restorative justice programs.
  - O. **Juvenile courts and probation:** Establishing and maintaining programs to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism.
  - P. **Detention/corrections personnel:** Hiring detention and corrections personnel and establishing and maintaining training programs for such personnel, to improve facility practices and programming.
4. Provide nationwide TTA for OJJDP by encompassing both a total system and a specialized targeted TTA response as well as an immediate response capability. Training and TA recipients shall include state and local governments, public and private agencies, and community- and faith-based organizations.
  5. Work with OJJDP on broader issues of TTA delivery and services, including needs assessment, TTA tracking and reporting, evaluation and analysis of juvenile justice trends, and other activities to help OJJDP enhance TTA. This will include conducting a program review of OJJDP's existing TTA protocols, identifying

- potential enhancements, and developing long-range implementation and evaluation plans to ensure protocols are used as intended and serve to assist OJJDP's overall management of TTA projects.
6. The contractor must serve as a strategic partner with OJJDP to strengthen NTTAC's vision for the Center and to implement a sound plan for communicating and carrying out that vision.
  7. The contractor must serve as a strategic ally in enhancing the service delivery capacity of the OJJDP provider network. This role is a critical one because, collectively, this diverse and specialized group of contractors and grantees are OJJDP's most powerful tool for reaching states, communities, and juvenile justice professionals and volunteers throughout the Nation.
  8. The contractor is to serve as the central contact for linking the juvenile justice field to OJJDP's extensive array of training and TA resources. In this stead, the Contractor will be expected to develop long-range marketing and dissemination plans and assist OJJDP in branding funded TTA resources.
  9. The contractor will be responsible for coordinating with all OJJDP TTA providers. This may take the form of providing expert technical assistance to existing providers, providing meeting planning support, and working with various OJJDP program managers to plan and develop training programs sponsored by OJJDP. It is also expected that NTTAC will offer marketing services to existing providers in order to communicate the resources OJJDP has available to those in need of TTA.
  10. The contractor will be responsible for developing and delivering TTA resources that are cost-effective, rich, dynamic, and responsive to the needs of juvenile justice and allied professionals in support of OJJDP programs. Besides live, in-person training and TA, the contractor must be prepared to support the development of cost-effective web-based training and TA services that use the following methods of delivery including, but not limited to:
    - Web-based learning delivered via a web browser
    - Use of integrated audio and video
    - Learning presentations that allow for rich interactivity
    - Multiple document windows that can be easily accessed and utilized
    - Instant sharing available among training and TA participants
    - Annotation and drawing capability
    - Desktop and application sharing
    - Web browser sharing
    - Whiteboard capability
    - Live video
    - File transfer
    - Record and playback features that can be accessed for those who were not able to participate in training
    - On demand access to curriculum and training and TA presentations that are available for training and TA recipients

- Live videocam
  - Question and answer and chatrooms features during online instruction
  - Self-paced learning modules that are available on demand along with web-based testing
11. The Contractor will be expected to work with OJJDP's training coordinator to identify gaps in OJJDP's TTA continuum and reduce redundancies that may exist. The Contractor will fill these gaps through the provision of targeted TTA to individual requestors, and work with OJJDP to develop action plans and policies that promote collaboration in order to fill gaps with existing resources. The Contractor will identify potential redundancies and work with OJJDP to implement strategies that reduce costs yet provide a consistent level of service.
- In addition, to having lead responsibility in a program area, one or more other TA grantees/contractors may be assigned to work in coordinative and supportive tasks with NTTAC. All TA contractors/grantees are required and expected to cooperate and attempt to ensure consistency of objectives and strategies.
12. The Contractor may be asked to develop publications, fact sheets, resource books, multimedia projects, web-based tools, and other materials on current, emerging, and promising practices in the juvenile justice and child welfare fields.

#### **B.4 *Performance Measurements and Quality Assurance***

The Contractor will be required to work with OJJDP to develop a quality assurance plan and to report quarterly on various performance measures and outcomes such as, but not limited to, the following:

- Number of interested and allied professionals trained annually; Target of a minimum of 150 individuals trained per year with a targeted increase of 5% annually.
- Percent of training evaluation/feedback scores at 85% or above for all training and technical assistance events sponsored annually.
- Number of training and technical assistance events supported annually; and Number of TA training tools provided annually with a targeted increase of 5% annually.
- Incorporation of Earned Value to measure progress and status of all tasks, individually and collectively.

Any proposed measures should be linked to OJJDP, Office of Justice Programs, and Department of Justice performance requirements, as well as the President's Management Agenda. The Contractor must meet the minimum standards of performance (MSP) in performing the work described in the SOW. MSP distinguishes between satisfactory and unsatisfactory performance. At a minimum, to achieve satisfactory performance, the recipient must ensure the following: A) at least 90% of training and technical assistance requests from the field are submitted to OJJDP within 15 working days of receiving the request; B) at least 95% of the deliverables are completed within the time frames approved by OJJDP; C) that 100% all registered consultants receive semi-annual reminders to update their biographical information in the database; D) that all written materials, curricula, documents, publications, and brochures follow U.S. Government Printing Office guidelines and are 95% free of errors relating to content accuracy, style,

spelling, and grammar; E) that all trainers, faculty, or consultants are approved by OJJDP and reflect a wide range of expertise, experience, cultural/ethnic diversity and geographic representation; F) that the most economical rates available for travel, lodging, and meeting costs are used 100% of the time; and G) that an adequate workforce is maintained at all times within the budget limitations of the contract to provide for the timely performance of all deliverables described in the SOW.

## **B.5 *Projected tasks***

The contractor shall provide all necessary personnel, facilities, equipment, material, and services required to accomplish the tasks listed below. Each activity must be reviewed and approved, in writing, by the Contracting Officer's Technical Representative (COTR) for the work performed under each task. Should such approval not be granted, the Contracting Officer (CO) shall be notified.

The contractor shall enhance, refine and manage OJJDP's National Training and Technical Assistance Center (NTTAC) to achieve the intended operational results through the services supported by this contract. Modifications in tasks and specifications within tasks are anticipated as the Center evolves and needs assessments are conducted. The Contractor shall conduct the following tasks and shall provide an approach including goals, measurable objectives, and performance measures for each task, including the necessary procedures, formats, and designs to indicate how the requirements of, and management of, the tasks listed below will be met. In addition, Contractors shall provide a general timeline chart for the 12-month period.

The contractor shall manage, enhance, and provide the following existing services contained in the "Projected Tasks" section critical to the successful operation of the NTTAC.

### **B.5.1 Task 1. Maintain Training and Technical Assistance**

The OJJDP seeks a contractor with the right blend of knowledge, experience, and preparedness to manage and operate the TTA process. In support of this effort, the contractor shall successfully perform tasks outlined below, which reflect an appreciation of OJJDP's goals for TTA, the capabilities of the OJJDP TTA provider network, and the collective wisdom of the juvenile justice field at large:

#### ***B.5.1.1 Subtask 1. Maintain a centralized mechanism for receiving requests from OJJDP consumers***

- Administer and manage a centralized mechanism for receiving requests from OJJDP consumers about the availability of training and TA resources and any related eligibility requirements for receiving these services. This centralized mechanism is intended to complement and not replace existing protocols established by other OJJDP providers.
- Maintain an efficient, professional and prompt system for handling requests received via a toll-free 800 telephone number, electronic mail, and standard US mail.

*B.5.1.2 Subtask Task 2. Facilitate the Coordination of Training and TA to the Juvenile Justice Field*

- Establish a procedure for: a) receiving TTA requests; b) evaluating requests; c) matching available resources to needs; d) monitoring; and e) assuring prompt delivery of services to the field to accommodate requests ranging from the fairly routine to the complex. The contractor will use OJJDP's Consultant Pool Database, operated through the Juvenile Justice Resource Center administered through Aspen Systems Corporation. In order to meet contract requirements, OJJDP will work with the parties to make querying, data extraction, and report generation capabilities available through the OJJDP Consultant Pool Database accessible. The contractor will have access to the records, files, and materials of the prior NTTAC contractor and will have access to appropriate OJJDP records and staff in carrying out its responsibilities under this project. TTA coordination of services may involve referrals of OJJDP consultant expertise, OJJDP provider services, and/or identification and dissemination of reference materials. Requests needing more extensive assistance, such as full onsite training and TA delivery, will generally not exceed 5 days of support, to include brief assessment, planning, and implementation. Recipients of onsite TTA would be required to share the costs of any TA provided—a target of 25 percent matching funds is recommended.
- Coordinate and deliver ongoing, long-term training or TA to support youth and justice initiatives as requested.
- Develop and maintain an Annual Training Calendar with pre-defined dates and locations of scheduled offering and an Annual Resource Guide which identifies and describes available TTA offerings. Coordination with OJJDP's NCJRS contractor will be necessary.

*B.5.1.3 Subtask 3. Develop and Maintain an Information Acquisition and Management Process in Support of NTTAC Resource Repository*

Work with the Juvenile Justice Clearinghouse and other OJJDP contractors and grantees to maintain and continue to expand the NTTAC Resource Repository, which functions as a library containing primarily single copies of documents and products produced by members of the OJJDP training and provider network, the juvenile justice field, and others, thereby meeting the diversity of TTA needs and serving an inclusive audience. The Contractor must submit a detailed plan for improving the repository and moving beyond a simple archiving function. The Contractor should submit a proposed plan and timeframe for assessing resources already maintained, identifying new avenues to market and expand the repository, and identifying how technology can be utilized to enhance the utility of the repository.

*B.5.1.4 Subtask 4. Develop, Administer and Evaluate Needs Assessments and Their Results*

OJJDP seeks to develop and provide TTA resources that are responsive to the needs of the field. One avenue to ensure responsiveness is to conduct formal needs assessments. The Contractor will be required to develop needs assessment plans that incorporate environmental factors, policies and economic factors impacting services,

accessibility issues such as location, language and cultural barriers, as well as legal, political, and social constraints. In order to accurately design and focus training and technical assistance, it is essential to get first-hand information on the needs of these populations.

The contractor will develop and conduct a comprehensive assessment of the training and TA needs of the field. This assessment will help the Office more accurately determine whether current training and TA programming adequately meet the needs of the field and/or whether these services are producing the results intended. The proposed methodology must include activities for conducting both an internal assessment to gain the Office's perspective of need and an external assessment to obtain required steps for obtaining OMB clearance for a data collection instrument that can be used. The contractor will work directly with the Office and the Training Coordinator to finalize the assessment plan, develop a timeline for completing all assessment activities, and prepare a report of the findings. The needs assessment work must link to an overall, wraparound evaluation plan that addresses how existing and future TTA resources are received by OJJDP's customers.

*B.5.1.5 Subtask 5. Develop and Maintain a System for Monitoring TTA Services*

The Contractor will work with the Training Coordinator to develop a systematic and uniform process that evaluates the utility and impact of services provided under OJJDP's auspices. This process must go beyond simple user satisfaction surveys and include elements that serve to hold individual trainers and TTA providers accountable to OJJDP and the Office's consumer base. This system must include a mechanism for providing evaluative information to OJJDP and its providers.

*B.5.1.6 Subtask 6. Support OJJDP Grantee and Contractor Meetings*

Provide full planning, coordination, logistics, and onsite meeting management support for OJJDP's Grantee and Contractor Meetings, designed to facilitate networking skill-building and information sharing among the OJJDP training and TA provider community. At a minimum, these tasks will involve selecting and securing meeting locations; structuring the meeting agenda; advising on meeting content and securing the necessary presenters; advertising meeting logistics and managing the registration process; and providing customary onsite meeting management support.

**B.5.2 Task 2. Delivery of Training and Technical Assistance**

This task involves the actual delivery of TTA after work plan development and OJJDP approval. The delivery of TTA will often focus on JABG program's 16 purpose areas, performance measures, Community and Faith-based Initiatives, mental health, law enforcement and corrections-related initiatives, and emerging topics of the OJJDP Administrator. The contractor must demonstrate the capability to provide three levels of TTA response. The three levels are:

- 1. Immediate response* is the capability and resources to provide effective verbal or written assistance on short notice and in a brief period of time. Usually this assistance is in response to a phone call, e-mail, or letter and is responded to verbally or by e-mail within 1 to 2 hours.

2. ***Total system response*** is an intense training or TA effort with a methodology that addresses needs assessment, coordination, policy and plan development, and plan implementation. System monitoring is required. The results may provide for systematic changes in improving programs, policies, and facilities.
3. ***A specialized, developmental response*** is the training or TA capability to address a specific issue, or component of the juvenile justice system or process. This type of assistance is targeted specifically in terms of limited system impact. Thus, the assistance may only address specific aspects of JABG purpose areas, performance measures or specific topics in the areas of Community- and Faith-based Initiatives, mental health, law enforcement and corrections-related initiatives and emerging topics of the OJJDP Administrator.

Examples of training or TA that might be assigned under this task include, but are not necessarily limited to, the following:

- Assisting states and units of local government in implementing specific aspects of JABG program purpose areas.
- Assisting states and localities in developing their capability to use performance measures in their OJJDP-related programs.
- Assisting states and localities in planning for responding to the mental health needs of their juvenile populations.
- Assisting states and localities in improving the physical, programmatic, and procedural aspects of juvenile corrections programs.
- Assisting states and localities in increasing their capability to design effective research-based community- and faith-based initiatives.
- Assisting states and localities with the design of programs to enhance the role and effectiveness of law enforcement in OJJDP-related programs.

The contractor must have an acceptable process for identifying, utilizing, and evaluating resources used in the delivery of TTA. The contractor must develop a training and TA development methodology that is based on adult learning theory. In addition, the contractor must establish a process for the regular assessment of TTA delivered under this contract to include, at a minimum, use of OJJDP's Consultant Pool Database operated by Aspen Systems Corporation through its Juvenile Justice Resource Center. The contractor, at the direction of the COTR, must follow an agreed-upon process for the regular assessment of TTA delivered under this contract.

Training and TA will be provided through a variety of cost-effective means such as onsite consultation, site visits to model operations, peer-to-peer information exchange, workshops, documentation, in person and web-based training seminars and self-paced learning, on-line learning, satellite teleconferencing, telephone consultation, and preparation of written technical assistance documents. Contractors shall describe the processes they propose to use to deliver training and TA. They must also identify and discuss their specific techniques, methods, and resources for delivery of training and TA, for identifying and evaluating training and TA resources, and for assessing training and TA delivery. When using outside consultants (i.e., individuals other than contractor staff), the contractor will use currently-enrolled OJJDP consultants or will have consultants

enrolled in the OJJDP Consultant Pool. Individuals from operational agencies are often the most credible, knowledgeable, and cost-efficient TTA resources.

The COTR will identify each requirement for TTA within the Statement of Work (SOW) and transmit it to the contractor for evaluation. The contractor shall receive and analyze the request for TTA and develop a task plan for the accomplishment of the TTA within 15 days after receipt. The contractor shall submit the task plan to the COTR with a copy furnished directly to the contracting officer. The task plan shall contain at least the following information:

- Title
- Proposed approach
- Effort required
- Proposed staff or consultant(s)
- Task scheduled to completion
- Task number
- Estimated cost for the project
- Any other information as may be requested by the COTR.

The COTR shall review the task plan for approval or disapproval. Approval of the task plan shall not be constructed to be a complete check as to the adequacy of the plan, but rather that the specific methods and approach are satisfactory. Approval or disapproval will be made by the COTR within 15 days after receipt. Failure to approve a task plan within 30 days after receipt shall constitute disapproval of that task plan unless extended for no more than 30 days by the mutual agreement between the COTR and the Project Director, with notification to the contracting officer. The COTR will issue a task order for the approved task plan and a copy of each shall be submitted to the contracting officer.

In the event a task plan is canceled, revised, or a new project added, approval by the COTR is required and a copy of the recommended action will be forwarded to the contracting officer with supporting documentation by the COTR. Under no circumstances will a task plan be approved that increases the estimated cost of the total contract or extends the contract performance period without an appropriate contract modification.

It is recognized that certain training and TA requirements will not require the development of a detailed task plan. In such cases, the COTR will issue a letter directing the contractor to perform the required training and TA, a copy of which shall be furnished directly to the contracting officer.

All training and TA will not be considered finalized until a written report is generated with copies sent to the recipient of TTA and the COTR. This report should include documentation of the training or TA provided, an inventory of all products developed, and the anticipated outcomes. This report must be completed, and a copy and all products developed through this effort must be forwarded to the COTR within 45 working days following the completion of the effort. An actual cost of each completed task must be included with the final report.

### **B.5.3 Task 3. Support Education, Communication, and Outreach**

*B.5.3.1 Subtask 1. Develop and Implement an Outreach Strategy to Include the Marketing of NTTAC and OJJDP Services and the Dissemination of Information to the Field*

- Develop and implement a marketing and outreach plan that will include strategies for: 1) marketing NTTAC and other OJJDP TTA activities, products, and services to targeted audiences; and 2) disseminating information to the field about up-to-date research, promising approaches, and model programs.
- Design and develop products to support the OJJDP TTA provider community in their effort to deliver quality services. Product development efforts may include updates to and/or manuscript development and graphic layout of fact sheets, bulletins, quarterly newsletters, a resource catalog, and:

*B.5.3.2 Subtask 2. Develop Publications and Special Reports*

- JABG Report to Congress: As directed by OJJDP, the contractor will research and produce concise annual Reports to Congress concerning the status of the implementation of the JABG program, TTA needs and services received, and the resulting associated performance measures.
- JABG Purpose Area Specific Topical Papers: As directed by OJJDP, the contractor will develop topical issue papers specific to JABG purpose areas designed to assist communities and policy makers with current best practices to promote and achieve systems change. OJJDP shall approve the subject matter of these papers and determine the number of papers prepared. It is anticipated that up to 6 topical papers per year may be required.
- Toolkit Series: As directed by OJJDP, the contractor will develop toolkits that will address issues facing the juvenile justice community. The series will contain dynamic, practical information that encompasses real-world scenarios and provides tips for improving skills. OJJDP shall approve the subject matter of toolkits and determine the number of toolkits prepared. It is anticipated that up to 3 toolkits per year may be required.
- Resource Guides: As directed by OJJDP, the contractor will develop resource guides that will address issues facing the JABG community; performance measures; Community and Faith-based Initiatives; mental health; law enforcement and corrections-related initiatives; and emerging topics of the OJJDP Administrator. The contractor will produce new guides concerning JABG needs and enhance the content of existing guides as directed, and will produce them as Web-only publications. OJJDP shall approve the subject matter of resource guides and determine the number of guides prepared.

**B.5.4 Task 4. Support Emerging Initiatives**

Throughout the duration of this contract, OJJDP will continue to identify critical, emerging priorities and needs that will be addressed through NTTAC's ongoing operations. Through the congressional appropriations process new issues and responsibilities will determine OJJDP's priorities and these needs will be addressed through NTTAC's ongoing operations.

Coordinating support services, such as facilitating small group process activities, designing decision tools for guiding program effectiveness, or developing e-learning

strategies to maximize knowledge transfer in order to help the Office launch new and innovative cost-effective programming.

## **B.6 *Deliverables***

### **B.6.1 Monthly Meetings with the COTR**

The Contractor shall meet with the COTR within monthly to discuss the overall conduct of the contract, the project design, and the proposed methodologies.

The Contractor shall meet with the COTR as often as the Government deems necessary, but no less than monthly. At these meetings, a mutual effort will be made to resolve any and all problems identified.

### **B.6.2 Contractor Monthly Reports**

The Contractor shall provide monthly status reports of contract activity (in addition to other reports as required in the SOW). Reports shall include information regarding action taken in support of the tasks, status of Work Plan Requests, scheduled T/TA events, analytical summaries of participant and requestor evaluations (as available) and will reflect costs expended to date on individual projects. These monthly status reports shall be submitted to the COTR and the Contracting Officer no later than the tenth (10) day of the month following the month being reported. Changes to this submission schedule and report content may be made with COTR approval.

## **Attachment D**

### **Terms and Conditions**

OJP ADDITIONAL TERMS AND CONDITIONS ABOVE  
AND BEYOND

JULY 2001

Office of Justice Programs  
Terms and Conditions  
Over and Beyond

These are over and above terms and conditions that are specific to the Office of Justice Programs (OJP.) These terms and conditions may provide additional OJP specific terms and conditions and may be more restrictive than the General Services Administration Schedule and are intended to provide amplifying terms and conditions specific to OJP.

#### CONTRACT MANAGEMENT REQUIREMENTS

The following general principles shall be applied in the conduct of activities under this procurement.

1. Regular contact will be held monthly or at other designated frequencies between the Contractor and the COTR. Distance from D.C. will be considered in establishing the frequency of face-to-face meetings.
2. The technical assistance provided must be responsive to the directions, as represented by the COTR.
3. The contractor must interact with OVC/OJJDP, technical personnel to support the goals and objectives of the Office of Justice Programs.
4. All consultants and employees of the Contractor providing services under the order must have their rates approved by the COTR and the Contracting Officer.
5. The Contractor shall be responsible for the effective management of all training provided under this procurement. The management plan must specifically address the special requirements and project tasks indicated in this proposal request.
6. The Contractor shall demonstrate in the management plan procedures and policies to assure fiscal integrity of the contract and maximum cost effectiveness of all contract expenditures.
7. The contractor must submit all reports and written products resulting from this Order to the COTR for review and comment prior to publication. The contractor must submit to the COTR for approval any reports or written products or services that the contractor will develop and publish using contract funds.
8. The Contractor shall contact the COTR within 10 working days after the award of the order to discuss the overall conduct of the order, the project design, and the proposed work plans. Any revisions required by the COTR must be submitted to the Contracting Officer for approval within 10 working days of this meeting.

[End of Clause]

## DELIVERABLES

The deliverable items shall be specified and delivered, pursuant to the order or individual task orders placed hereunder. Deliverable items required hereunder are specified as to the item number, item description, and quantity in the description, and quantity in the Description of Items/Prices located in Attachment B hereof.

All deliverables shall be submitted to the Contracting Officer's Technical Representative.

[End of Clause]

## REPORTS

In addition to providing all services required by this order, the Contractor shall prepare and submit the following reports:

(a) Monthly Technical Progress Reports. A monthly technical progress report shall be submitted in two (2) copies (one copy to the Contracting Officer's Technical Representative (COTR) and one copy to be sent directly to the Contracting Officer) not later than the tenth (10) day of the month following the month being reported. The Monthly Technical Progress Report shall cover the period beginning with the first of the month and continuing through the end of the month, except for the partial period of the months the order begins and ends. These reports shall be in narrative form; shall

cover progress during the reporting period; and shall contain, at a minimum, the following information:

- (1) Progress made to date on the specific work to be accomplished (including statistical data on calls received).
- (2) A summary of the work in progress.
- (3) Problems and difficulties encountered.
- (4) Previous problems and difficulties solved, including late assignments.
- (5) Assistance or guidance required of the COTR or the Contracting Officer.
- (6) Next work scheduled to be undertaken.

(b) Monthly Financial Reports

(1) The Contractor shall furnish a Monthly Financial Report to the COTR and the Contracting Officer (one copy to the COTR and one copy to be sent directly to the Contracting Officer) not later than the fifteenth (15) day of the month following the month being reported. The Monthly Financial Report shall cover the period beginning with the first of the month and continuing through the end of the month, except for the partial period of the months the order begins and ends. The financial report shall show "Monthly Expenditures," "Expenditures to Date," and the "Balance Remaining."

(2) Monthly Technical Progress Reports which are required to address each item or task that has been accomplished to date in accordance with paragraph (a)(1) of this clause shall be accompanied by a Monthly Financial Report pertaining to the work covering the same categories of expenditures enumerated in paragraph (b)(1) of this clause.

**(c) Special Reports**

During the course of the order, it is possible that additional reports will be required. If such needs do occur, the Contracting Officer will supply the Contractor with all of the specifics and a negotiated change will be issued.

**(d) Draft Final Report**

The Contractor shall submit a Draft Final Report no later than sixty (60) days prior to the order expiration date. The report shall be submitted in three (3) copies for review and approval by the COTR. The COTR shall review the Draft Final Report and shall furnish his/her comments or approval to the Contractor within ten (10) days from receipt of the Draft Final Report. The Draft Final Report shall be in narrative form, and shall contain complete documentation and charts, including bibliography of documents used, the identity of other sources of information, and shall bear the name or names of the author(s). The Report shall be prepared in a language that will facilitate communication of the project results to information technology users. The report shall address:

- (1) Progress made on specific order tasks.
- (2) A summary of work still in progress.
- (3) Problems and difficulties encountered during the order.
- (4) Problems and difficulties solved during the order.
- (5) Recommendations for the next order period.

**(e) Final Report**

Upon receipt of the approval or recommendations for changes from the COTR, the Contractor shall prepare the Final Report. The Final Report shall be submitted in two (2) copies. The Final Report shall be delivered to the COTR no later than the expiration date of the order. The following statement shall appear prominently on the title page of the Final Report:

"Prepared for the Department of Justice, \_\_\_\_\_

[End of Clause]

**NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the order delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this order, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this clause shall not be construed as a waiver by the Government or any delivery schedule or date, or any rights or remedies provided by law or under this order.

[End of Clause]

## NOTICE TO PROCEED

Within ten (10) calendar days after the Government issues this order, the Government will furnish to the Contractor personnel security application forms. All other forms shall be returned to the Contracting Officer listed in this document. Upon clearance of contractor personnel and receipt of adequate insurance as required by the clause entitled "Insurance", the Contracting Officer will issue a "Notice to Proceed" to start performance.

[End of Clause]

## CONTRACT ADMINISTRATION DATA

## CONTRACT COMMUNICATIONS/CORRESPONDENCE

**The Contractor shall identify all correspondence, reports, and other data pertinent to this order by imprinting thereon Order #\_\_\_\_\_.**

[End of Clause]

## CONTRACTING OFFICER

(a) The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. No person other than the Contracting Officer or the Contracting Officer's duly authorized representative can make any changes to the terms, conditions, general provisions, or other stipulations of this contract. Furthermore, such changes may be made only to the extent that they are within the scope of the contract and are within the written scope of the authority delegated to the individual initiating or approving the change.

(a) The Contracting Officer may designate one or more representatives for the purpose of discharging prescribed duties and authorities in the name of the Contracting Officer during the performance of work. The authorities and duties of the representative(s) are delineated in the clause titled "Contracting Officer's Technical Representative (COTR).

(b) The Contractor will not accept any instructions issued by any person other than the Contracting Officer, or the Contracting Officer's representative(s) acting within the limits of his authority. No information, other than that which may be contained in an authorized modification to this contract, duly issued by the Contracting Officer, which may be received from any person employed by the U.S. Government, or otherwise, will be considered grounds for deviation from any stipulation of this contract or referenced scope/statement of work.

[End of Clause]

## CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The performance of work required herein shall be subject to the technical direction of the cognizant Contracting Officer's Technical Representative (COTR) or his designee with respect to technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical Direction" must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other Clause of this contract. To be valid, Technical Direction:

- (1) Must be issued in writing consistent with the general scope of work set forth in the order;
- (2) Shall not change the expressed terms, conditions, or specifications incorporated into this order; and
- (3) Shall not constitute a basis for extension to the order delivery schedule or order price.

(b) The COTR is authorized to:

- (1) Act as liaison and to coordinate Contractor/Government activities;
- (2) Arrange for and coordinate the use of Government resources (personnel, space, documents, etc.);
- (3) Provide technical guidance in the performance of the order; and
- (4) Receive, review and approve (but not reject or deny) progress reports, selected invoices and final reports or other functions of a technical nature. The authority to reject performance and deny associated invoices is expressly reserved for the Contracting Officer.

(c) The COTR does not have the authority to alter the Contractor's obligations under the order; direct changes that fall within the purview of the clause entitled "Changes" and/or modify any of the expressed terms, conditions, specifications, or price of the contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in writing and signed.

(d) **The COTRS assigned cognizance of this order is:**  
**Pamela Leupen Series A**  
**DOJ/OVC Room 8334**  
**U.S. DEPARTMENT OF JUSTICE**  
**Office of Justice Programs**  
**810 7<sup>th</sup> Street, NW**  
**Washington, DC 20531**  
**Telephone No.: (202) 307-0711/Fax: (202) 514-6383**

**Stephen Antkowiak Series B**  
**DOJ/OJJDP Room 4433**  
**U.S. DEPARTMENT OF JUSTICE**  
**Office of Justice Programs**  
**800 7<sup>th</sup> Street, NW**  
**Washington, DC 20531**  
**Telephone No.: (202) 514-7663/Fax: (202) 353-9094**

(e) A copy of all written communications shall be concurrently mailed or otherwise furnished to the Contracting Officer.

[End of Clause]

#### CONTRACT ADMINISTRATION

(a) This order will be administered by **Bernadine Smalls**

- (b) All written communications shall make reference to the task order and shall be mailed to the Contracting Officer at the following address:

**Department of Justice Office of Justice Programs  
810 7th Street, NW, Room 3617\_  
Washington, D.C. 20531  
Telephone No.:(202) 305-7418  
Fax No: 202-307-0086**

[End of Clause]

#### MODIFICATION AUTHORITY

This order may be reevaluated at any time, at the request of either party, to determine whether modifications are necessary. Any modifications must be approved by the Contracting Officer; and the Contractor shall not accept any modifications of the terms, conditions, or order clauses issued by any person other than the Contracting Officer.

[End of Clause]

#### WITHHOLDING OF PAYMENT

Notwithstanding any other payment provisions of this order, failure of the Contractor to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this order unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clauses entitled "Excusable Delays," "Default," or "Termination for Default or for Convenience of the Government" as applicable. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

[End of Clause]

#### SPECIAL DELIVERY ORDER REQUIREMENTS

#### ADMINISTRATIVELY RESTRICTED INFORMATION

- (a) The Contractor shall not publish or otherwise disclose, except to the Government, any information or data obtained hereunder from private individuals, organizations, or public agencies without the written consent of the Contracting Officer.
- (b) The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all consultant agreements or subcontracts hereunder with persons or firms who are to perform any part of work under this contract.

[End of Clause]

#### INSURANCE

- (a) The Contractor shall carry and maintain during the entire period of performance under this order adequate insurance as follows:
1. Workman's Compensation and Employee's Liability Insurance: minimum \$100,000 per incident;

2. Automobile General Liability Insurance: minimum of \$200,000 per person, \$500,000 per accident, and \$20,000 property damage; and
  3. Comprehensive General Liability Insurance: minimum of \$500,000 for bodily injury per occurrence.
- (b) Prior to commencement of work hereunder, evidence of the required insurance shall be furnished in a form satisfactory to the Contracting Officer. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than thirty (30) days before such change, expiration, or cancellation is effective.

[End of Clause]

#### FACILITY ACCESS

During the life of this contract, the rights of ingress to and egress from the Department of Justice facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Department of Justice Facility.

[End of Clause]

#### KEY PERSONNEL-LABOR CATEGORIES/HOURS

- (a) **The key personnel to be assigned to perform hereunder and the minimum level of effort for their respective assignments are as follows:**

**OVC Project Director  
OVC Project Operations Manager  
OVC Training Coordinator  
OJJDP Project Director  
OJJDP Deputy Project Director/TTA Task Manager  
OJJDP Training Coordinator  
OVC/OJJDP Assessment and Evaluation Manager  
OVC/OJJDP Technology Specialist**

(b) The level of effort specified for each individual listed above may not be decreased without the prior written approval of the Contracting Officer.

(c) "The personnel specified in this clause of this contract are considered to be essential to the work the Contractor agrees to perform hereunder. Prior to diverting any of the specified individuals to other programs, or replacing any of them for any reason, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions or replacements, in sufficient detail to permit the Contracting Officer to evaluate the impact on the work the Contractor is obligated to perform hereunder. The Contractor shall not replace any of the key personnel hereinafter named to work on this order without the written consent of the Contracting Officer. The list of key personnel set forth above may be amended from time to time during the course of the order to add or delete personnel, as appropriate."

[End of Clause]

## PROPERTY/EQUIPMENT ACQUISITION AND REPORTS

Prior to the acquisition of any property, equipment or furniture (excluding expendable supplies), the Contractor shall submit a written request to the Contracting Officer for such property, equipment or furniture setting forth the complete nomenclature including brand name, model number, estimated price/cost, quantity, etc. The Contracting Officer will review the request for proper authorization and shall approve or disapprove the request as appropriate. The Contracting Officer may, at his discretion, forward the request to the OJP property office for comments or recommendations. The decision of the Contracting Officer on the acquisition of new property, equipment or furniture shall be final. In the event the Contracting Officer approves any request for the acquisition of property, equipment or furniture, the contractor shall take all necessary precautions to safeguard and protect the material in question. The requirements of "Government Property" clause apply as appropriate to all property, equipment or furniture acquired for use under this order. An itemized report of all Government furnished property/equipment and/or contractor acquired property/equipment using order funds shall be provided to the Contracting Officer sixty (60) days prior to the completion date of this order. Upon submission of the final invoice and completion of the order effort, a final property/equipment report shall be provided the Contracting Officer for proper disposition prior to order close out.

[End of Clause]

## INDEMNIFICATION

### (a) Responsibility for Government Property

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage or whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs or service to be performed under the terms of this order, resulting in whole or in part from the negligent acts or omissions of the Contractor, and subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

2. If due to the fault, negligent acts (whether by commission or omission) and/or dishonesty of the Contractor or its employees, any Government owned or controlled property is lost or damaged as a result of the Contractor's performance of this order the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may require the Contractor to make repairs or, if the property is lost or damaged beyond economical repair, to reimburse the Government in an amount determined by the Contracting Officer.

(b) Hold Harmless and Indemnification Agreement. The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this order, resulting in whole or in part from the negligent acts or omissions to the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

(c) Government's Right of Recovery. Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provided for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

[End of Clause]

## DISCLOSURE OF DATA UNDER THE FREEDOM OF INFORMATION ACT (FOIA)

(a) If a request for information contained in a proposal is requested under the FOIA, the Government shall have the right to disclose any information or data contained in a proposal that results in a order to the extent provided under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with the provision entitled "Use and Disclosure of Proposal Information." The Government will, before disclosure, make an administrative determination on a case-by-case basis as to whether the information requested is exempt from disclosure by one of the established exceptions to the Act. In making this determination the procedures outlined in 28 CFR, paragraph 16.7 shall be followed which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

(b) Within 30 days of order award, the Contractor shall submit an original and two copies of its expurgated technical, management, and cost proposal, which will be used in response to requests under the Freedom of Information Act.

[End of Clause]

## THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

52.227-14 Rights in Data-General  
52.227-14 Alternate II (June 1987)  
52.227-14 Alternate III (June 1987)  
52.227-14 Alternate V (June 1987)  
52.227-17 Rights in Data-Special Works

## CENTRAL CONTRACTOR REGISTRATION

(Oct 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address

exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

## ORGANIZATIONAL CONFLICT OF INTEREST

(a) The policy of the OJP is to avoid contracting with Contractors who have unacceptable organizational conflicts of interest (OCI) under FAR Subpart 9.5. An OCI means that because of existing or planned activities, a Contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the Contractor's objectivity is, or might be, impaired.

The following examples illustrate situations in which an OCI may arise. They are not all inclusive, but are intended to help the CO apply general guidance to individual contract situations:

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an OJP contract could provide the Contractor a competitive advantage in a later competition for another OJP contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information

(2) Biased ground rules. A Contractor in the course of performance of an OJP contract has in some fashion established important "ground rules" for another OJP contract, where the same Contractor may be a competitor. For example, a Contractor may have developed the requirements or drafted the statement of work, specifications, or evaluation criteria of a future OJP procurement. The primary concern of the OJP in this case is that a Contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors

(3) Impaired objectivity. A Contractor in the course of performance of an OJP contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the Contractor's ability to render impartial advice to the OJP could appear to be undermined by the Contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. It is not the intention of the OJP to foreclose a vendor from a competitive acquisition due to a perceived OCI. OJP Contracting Officers (CO) are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the CO. The OJP is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the OJP, or the legitimate business interests of the vendor community.

(b) Work under this contract may create a future OCI that could prohibit the Contractor from competing for, or being awarded future OJP contracts.

(c) The Contractor shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by OJP, or with an organization whose interests may be substantially affected by OJP activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the Contractor, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Contractor's technical proposal. Key personnel shall include any person owning more than 20% interest in the Contractor, and the Contractor's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(d) The Contractor shall describe in detail why it believes, in light of the interest(s) identified in (c) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(e) In the absence of any relevant interest identified in (a) above, the Contractor shall submit in its proposal a statement certifying that to its best knowledge and belief no such fact(s) exist relevant to a possible OCI, as defined by FAR Subpart 9.5. The Contractor must obtain the same information from potential subcontractors prior to award of a subcontract.

(f) The CO will review the statement submitted and may require additional relevant information from the Contractor. All such information, and any other relevant information known to OJP, will be used to determine whether an award to the Contractor may create an OCI. If any such OCI is found to exist, the CO may:

(1) disqualify the Contractor, or

(2) determine that it is otherwise in the best interest of the United States to contract with the Contractor and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(g) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Contractor for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers an OCI with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the CO. The disclosure shall include a full description of the OCI, a description of the action the Contractor has taken, or proposes to take, to avoid or mitigate such conflict. The CO may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

(h) Mitigation plans. The Contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The OJP reserves the right to reject a mitigation plan, if in the opinion of the CO, such a plan is not in the best interests of the OJP. Additionally, after award the OJP will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable OCI.

(i) This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

(j) The term "Contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the Contractor or in any parent corporation thereof, any person, firm, or corporation in or as to which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, those of any corporation which has a majority or controlling interest in the Contractor, and those of any corporation in which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

(k) Pursuant to FAR 9.503, OJP may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

(l) If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the CO determines otherwise.

#### Access to DOJ Information Technology Systems by Non-US Citizens March 15, 2002

The Department of Justice (DOJ) will no longer permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction with respect to all new employees utilized directly to perform duties on the contract. Non-U.S. citizens currently employed under this contract or commitment may continue performance unless otherwise directed by the Department of Justice. No new, replacement, or additional Non-U.S. citizens may be added to the contract without the express approval of the Department of Justice. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]

#### OJP ACCESS TO DOJ INFORMATION TECHNOLOGY SYSTEMS BY NON-U.S. CITIZENS (NEW CONTRACTS)

MARCH 2002

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract

or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]

OJP                      ADDITIONAL TEXT FOR SMALL PURCHASES

APRIL 2001

Department of Justice  
Office of Justice Programs

ELECTRONIC FUNDS TRANSFER

Electronic Funds Transfer - (FAR 32.1103) - all payments will be made utilizing the Electronic Funds Transfer (EFT)/Automated Clearing House (ACH) electronic payment systems. In order to utilize this payment system, attached is SF Form 3881, Attachment A. Complete sections Payee/Company Information and Financial Institution Information portions and return to the agency. Please submit completed form to the designated Agency Information address two weeks prior to the first invoice being submitted for payment. If you have any questions, please contact Ms. Gail Young, Accounting Division, at (202) 307-3181.

DEBT COLLECTION

In accordance with the requirements of the Debt Collection Act of 1996, Public Law 104-134, it is the intent of the Department of Justice to use your Taxpayer Identification Number for purposes of collection and reporting on any delinquent amounts arising out of your relationship with the Government.

**52.225-1Buy American Certificate**

**As prescribed in 25.109(a), insert the following provision:**

**BUY AMERICAN CERTIFICATE (DEC 1989)**

**The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act-Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.**

**EXCLUDED END PRODUCTS**

**COUNTRY OR ORIGIN**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**(List as necessary)**

**Offerors may obtain from the contracting officer lists of articles, materials, and supplies excepted from the Buy American Act.**

**(End of provision)**

**Delivery Instructions**

**All items will be marked as follows: Attn: Loading Dock**

**Receiving/Mr. Art Keene, Richard Fobbs  
810 7th Street, NW  
Room B-300  
Washington, DC 20531**

**Contractor will give 24 hours notice prior to delivery (202) 514-6229 (Richard Fobbs), or 202-307-0992 (Art Keene). Loading dock hours are 8:00am - 3:00pm. If a special shipment is involved, expected or planned, arrangements are required to be made in advance.**

**OJP                      COMPLIANCE WITH SECTION 508 OF THE                      MARCH 2001  
REHABILITATION ACT OF 1973**

**Section 508 Compliance**

All electronic and information technology (EIT) procured through this statement of work and any resulting contract, task order, delivery order, or purchase order, must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.accessboard.gov/sec508/508standards.htm> - Part 1194.

The contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

(Add project specific information here)

**OJP                      COMPLIANCE WITH THE AMERICANS WITH                      MARCH 2001  
DISABILITIES ACT OF 1990 (42 U.S.C SECTION 12101)**

Closed captioning requirements of the ADA Act require all productions and public service announcements produced by your company on behalf of OJP must provide equal access to persons with disabilities. The Act stipulates that any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the Federal Government shall include closed captioning of the verbal content of the message.

**OJP                      NON-DISCLOSURE OF ADMINISTRATIVELY                      AUGUST 2004  
RESTRICTED INFORMATION**

**NON-DISCLOSURE OF ADMINISTRATIVELY RESTRICTED INFORMATION (AUGUST 2004)**

(a) The Contractor shall not publish or otherwise disclose, except to the Government, any information or data obtained hereunder from private individuals, organizations, government, or public agencies without the written consent of the Contracting Officer.

(b) As a condition of award, the Contractor will obtain, complete, and return the following documentation to the Contracting Officer concerning administratively restricted information:

- (i) OJP Non-Disclosure Agreement-Corporate, and
- (ii) OJP Non-Disclosure Agreement-Individual.

These forms may be obtained from the Contracting Officer.

(c) OJP Non-Disclosure Agreement-Corporate will be signed by an authorized official of the corporation who may bind the company in an official capacity.

(d) OJP Non-Disclosure Agreement-Individual will be signed by all individuals who will work, either on-site or off-site, on the awarded contract.

(e) Failure to comply with the terms and conditions of OJP Non-Disclosure Agreement-Corporate and OJP Non-Disclosure Agreement-Individual will be considered as failure to comply with the terms and conditions of the contract and may result in the Government's exercise of available remedies up to and including contract termination.

(f) The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all consultant agreements or subcontracts hereunder with persons or firms who are to perform any part of work under this contract.

(g) Violation of the terms and conditions of the non-disclosure agreement by the contractor, its employees or subcontractors will be considered as breach of contract and may result in the Government's exercise of available remedies up to and including contract termination.

[End of Clause]

## OJP SECURITY REQUIREMENT FOR CONTRACTOR PERSONNEL

MARCH 2001

### SECURITY REQUIREMENT FOR CONTRACTOR PERSONNEL

#### (A) Security Screening and Investigation

THE APPLICABILITY OF THIS REQUIREMENT IS INTENDED FOR THE KEY PERSONNEL OR OTHER PERSONNEL WHO WILL BE WORKING ON SITE AT OJP FACILITIES OR WHO ACCESS THE SYSTEM REMOTELY.

(1) The Contractor is responsible for pre-screening for suitability all persons proposed for work under this contract and for ensuring that all such persons have submitted to a Government-performed security investigation prior to assignment hereunder as indicated below:

Any offer of employment of the Office of Justice Programs (OJP) contract should be contingent upon the completion and review by the Contractor's personnel officer of the Standard Form 85P (SF-85P) Questionnaire for Public Trust Positions) and eventual receipt of a clearance from OJP. The Contractor is responsible for screening applications for employment and must review all answers of the SF-85P. Specific written statements are required for affirmative answers on the SF-85P to questions 12 (Have you been fired, quit, etc.), 20 (Police record), and 21 (Involvement with dangerous drugs). In addition, all contractor employees sent for security processing must have a letter signed off by the contracting officer indicating the name of the employee, name of the contractor, contract number and the name of the Bureau/Office where the work will be performed. The contractor must also provide the name, phone number and email address of a responsible person at the contractors' office to be contacted regarding the status of the security investigation. The OJP security office will only see applicants on an appointment only basis. Appointments can be made by calling 202-307-0730.

The OJP Security Staff will initiate an appropriate investigation based upon the sensitivity and risk associated with the performance of work on all contractor personnel. The intent and purpose of security screening and investigation are to preclude the assignment of any individual who poses a threat to the Government or to successful contract completion due to past unlawful or inappropriate behavior. The Contractor shall ensure that each prospective contract or subcontract employee furnishes all required data in the form and format determined by OJP's Security Staff or its duly authorized representative. The Contracting Officer will notify the Contractor when investigations

are completed and individuals are authorized to begin work under the contract, or are found to be unsuitable for assignment to the contract.

(2) At least thirty (30) days prior to the start of contract performance or as soon as possible after contract award, the successful offeror shall submit to the Contracting Officer the following completed security forms for individuals proposed for work who require badge access:

Form No.	Form Title	No. of Originals	No. of Copies
FD-258	Fingerprint Card	2	-
SF85P	Questionnaire for Public Trust Positions	1	2
OBD-220	Privacy Act Protected Information	1	1
I-9	Employment Eligibility Foreign Born or Foreign Citizen Relatives	1	1

\*All copies must bear an original signature

#### Replacement of Existing Employees

The Contractor is also responsible for submitting the required security forms for all individuals proposed for hire during the life of the contract. Because the processing time for security clearances is typically 45-60 days, the forms must be submitted at least sixty (60) days before the contractor plans to assign the employee to work on the contract.

The OJP Security Office may require additional information to adjudicate a contractor employee's background investigation after the employee has received a badge. The contractor is responsible for ensuring that all requests from the OJP Security office are responded to within the requested timeframes. If the requested information is not provided within the required timeframes, the contractor employee's badge will be deactivated and access to the building and IT systems will be revoked. The contractor will be unable to invoice for the period of time that the employee is unable to work.

If a cleared employee is no longer under this contract, the contractor must notify the Contracting Officer immediately with a planned date of departure so that the employee's badge can be turned in and out processing procedures can take place. The contractor's failure to follow these instructions may result in the rejection of the contractor's invoice for this labor category.

(3) Security investigations are very costly to the Government. The contractor shall make every effort to preclude any avoidable costs by the Government for security investigations by pre-screening all applicants in accordance with the guidelines found in paragraph (A)(4) of this clause, and by ensuring that otherwise satisfactory employees who are physically able, with or without reasonable accommodation, to perform the essential job functions, assigned hereunder remain in contract performance for at least one (1) year. The fact that the Government performs security investigations shall not in any manner relieve the Contractor of his responsibility to ensure that all personnel furnished are reliable and of reputable background and sound character. Should a security investigation conducted by the Government render ineligible a Contractor furnished employee, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated his responsibilities to make every effort to select reliable employees of reputable background and sound character. Should there be need to replace a Contractor or subcontractor employee due to nonperformance, the Contracting Officer will determine whether the Contractor has abdicated his responsibilities to select trained and experienced employees.

(4) (i) Any offer of employment of the Office of Justice Programs (OJP) contract should be contingent upon the completion and review by the Contractor's personnel officer of the Standard Form 85P (SF-85P) Questionnaire for Public Trust Positions) and eventual receipt of a clearance from OJP. The Contractor is responsible for screening applications for employment and must review all answers of the SF-85P. Specific written statements are required for affirmative answers on the SF-85P to questions 12 (Have you been fired, quit, etc.), 20 (Police record), and 21 (Involvement with dangerous drugs).

(ii) The Contractor's personnel officer must determine whether the conduct of the person being considered for assignment on OJP contract indicates a potential for behavior which would interfere with, prevent or otherwise impact adversely on (1) the position to be filled by the applicant; (2) the performance of the duties and responsibilities or others on the contract or in the Government; or (3) the ability of the employing agency to effectively carry out its mandated responsibilities. If the Contractor's personnel officer determines that employing an applicant will not promote the efficiency of the OJP contract, the applicant must be disqualified from assignment on the contract.

(B) Suitability Determinations.

The Office of Justice Programs uses several basic factors in making suitability determinations for contract employees. This information is intended as a guide and is not inclusive of all disqualifying situations.

(1) **Mandatory Disqualification Factors.** The following conduct factors, as disclosed on the SF-85P, in a written statement or personal interview with the applicant, or established during a reference check will disqualify an applicant from employment on an OJP contract. Contractors should not refer such individuals to the OJP for work under the above cited contracts under any circumstances. (Recent is defined as within the past 6 years.)

(i) Convictions resulting from a serious felony (e.g. murder, rape, armed robbery), regardless of when the conviction occurred.

(ii) Recent felony conviction, notwithstanding the severity of the crime.

(iii) Recent period of incarceration as a result of a felony conviction.

(iv) Infamous or disgraceful conduct (e.g., bizarre behavior indicating depravity).

(v) Recent history of drug abuse.

(vi) Current continuing alcohol abuse.

(vii) Intentional false statement, deception, fraud in appointment (e.g., altering the condition of discharge on military discharge documents, altering college transcripts, falsely completing the SF-85P and the SF-85-S, etc.).

(viii) Default on a guaranteed student loan (Default on the student loan without attempt to repay).

(ix) Non-U.S. citizenship (Non IT Contracts). (Non-legal residents, recent legal residents (i.e. resided in U.S. less than four years), non-U.S. citizens maintaining citizenship in "hostile" countries. This will be reviewed on a case by case basis).

(x) Non-U.S. citizenship (IT contracts) in accordance with the provisions of DOJ Order 2640.2D dated July 12, 2001.

(xi) Reasonable doubt of loyalty to the United States (e.g., membership in organizations advocating violence or overthrow of the U.S. government)

(2) **Discretionary Factors.** The following factors may be accepted based on consideration of the nature and seriousness of the offense, timeliness, frequency and potential basis for rehabilitation. This decision must be made on a case by case basis, and is subject to review by OJP's personnel.

(i) Recovering alcoholic (Applicant must show a clear and sustained break in the pattern and evidence that the abuse will not occur again -- such as medical care or active participation in a rehabilitation program.)

(ii) Rehabilitated drug user (See Comments in (b)(2)(i))

(iii) Default on a guaranteed student loan or other credit problems (Applicant must be taking steps to repay the defaulted loan and/or to repay all just debts over \$300. Past experience has shown that many applicants have credit problems, which delay the issuance of security clearances. The Contractor is encouraged to utilize resources available (including credit checks) to ensure that applicants fully explain credit/financial problems on their security applications.)

(iv) Delinquency or misconduct in prior employment (The act of conduct that led to the dismissal should be considered, rather than the mere fact of dismissal. Is the applicant reliable and trustworthy? Dismissal for cause from previous Federal Government employment is normally disqualifying.)

(v) Non-U.S. Citizenship on Non-IT contracts (Applicant is a legal U. S. Resident and has lived in the United States at least four years - long enough for a background investigation to yield adequate information.

Non-U.S. citizens who maintain citizenship in countries and/or "hostile" countries may be disqualified from employment by the Office of Justice Programs even though they have resided in this country for four or more years.)

(vi) Delinquent in any amount due for Federal or State Taxes. Given the above guidelines for determining suitability, the Contractor's personnel officer should be able to determine, without OJP involvement, which applicants are unsuitable for OJP Division contract employment. However, additional questions and requests for information may result from review of the security packages by OJP personnel.

(vii) Pending indictments or criminal charges.

(3) In the event OJP or the Contractor has reasonable cause to believe that an employee under the contract falls under any of the eleven mandatory disqualification factors listed above, the employee must be removed from OJP contract work. In addition, all contract employees are expected to adhere to OJP's Standards of Conduct (available from the Contracting Officer.)

(4) Should the Contracting Officer determine that the Contractor has failed to comply with the terms of paragraph A(4) of this clause, the Contractor may be held monetarily responsible as a minimum, for all reasonable and necessary costs incurred by the Government to

(a) provide coverage (performance) through assignment of individuals employed by the Government or third parties in those cases where absence of Contractor personnel would cause either a security threat or OJP disruption and (b) conduct security investigations in excess of those which would otherwise be required.

(5) Nothing in this Clause shall require the Contractor to bear costs involved in the conduct of security investigations for replacement of an employee who becomes deceased or severely ill for a long period of time.

(6) Acceptance by the Government of consideration to which the Government may be entitled pursuant to paragraph (B) of this clause shall be construed to establish a course or conduct which will serve to limit the rights and remedies otherwise available to the Government. Under no circumstances shall the Contractor fail to comply with the terms and conditions set forth herein without assuming liability for such failure as may be established pursuant to this clause. The rights and remedies conferred upon the Government by this clause are in addition to all and other rights and remedies specified elsewhere in this contract or established by Law.

(C) Rights of Egress and Ingress

During the life of this contract, the rights of ingress to and egress from OJP facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from OJP facility.

(D) Building Access Passes.

(1) When any Contractor or subcontractor personnel enter a DOJ building for the first time, the Contractor shall allow one hour for security processing and the issuing of building access passes.

(2) Passes shall be subject to periodic review by the Contractor's Supervisor and checked against the employee's personal identification. The Contractor's employees shall present themselves for the issuance of renewed passes when required by the Government as scheduled by the Contracting Officer or his designee. The Contractor shall notify the CO when employee passes are lost, and must immediately apply for issuance of a replacement pass. It is the Contractor's responsibility to return passes to the OJP Security Office when a Contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

(E) Personnel Requirements (Hiring).

The Contractor shall not hire any employee with the specific purpose of providing interim employment for the employee until employment by the Government can be effected.

**(F) Investigation and /or Re-Investigation of Contractor Employees**

1. Security investigations are very costly to the Government. The Contractor shall make every effort to preclude incurrence of costs by the Government for security investigations for the replacement **and/or placement** of employees, and in so doing, shall assure that otherwise satisfactory and physically able employees assigned hereunder remain in contract performance for at least (180) calendar days. The Contractor shall take all necessary steps to assure that Contractor or Subcontractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and meet all other requirements stipulated herein.
2. The fact that the Government performs security investigations shall not in any manner relieve the Contractor of its responsibility to assure that all personnel furnished are reliable and of reputable background and sound character. Should a security investigation conducted by the Government render ineligible a Contractor furnished employee, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated its responsibilities to make every effort to select reliable employees of reputable background and sound character. If there be a need to replace a Contractor or subcontractor employee due to nonperformance, the Contracting Officer will determine whether the Contractor has abdicated its responsibilities to make every effort to select trained and experienced employees.
3. Should the Contracting Officer determine that the Contractor has failed to comply with the terms of paragraph F.1 above, the Contractor may be held monetarily responsible, at a minimum, for all reasonable and necessary costs incurred by the Government to (a) provide coverage (performance) through assignment of individuals employed by the Government or third parties in those cases where absence of Contractor personnel would cause either a security threat to DOJ program disruption and (b) conduct security investigations in excess of those which would otherwise be required.
4. Nothing in this Clause shall require the Contractor to bear costs involved in the conduct of security investigations for replacement of an employee who becomes deceased or severely ill for a long period of time.
5. Acceptance by the Government of consideration to which the Government may be entitled pursuant to paragraph F.2 above shall not be construed to establish a course of conduct which will serve to limit the rights and remedies otherwise available to the Government. Under no circumstances shall the Contractor fail to comply with the terms and conditions set forth herein without assuming liability for such failure as may be established pursuant to this Clause. The rights and remedies conferred upon the Government by this Clause are in addition to all other rights and remedies specified elsewhere in this contract or established by law.
6. Employees of the Contractor who may be engaged in the performance of work pursuant to the contract must possess a Security Clearance, commensurate with the level of excess to Classified Information, granted by Defense Industrial Security Clearance Office (DISCO) or U.S. Department of Justice. Contractor will not permit employees to handle or engage in work, unless such employees have on file with the Department the required clearance authorizing them access to classified information.
7. Work under this contract will be performed only by U.S. citizens employed by the contractor.
8. Any information classified, administratively controlled, or unclassified, acquired by contractor personnel as a result of their presence at the site is official U.S. Government information and is not to be disclosed without specific approval of the U.S. Department of Justice, and is to be handled within the Contractor organization in strict accordance with need- to-know.

End of Clause]

## **Attachment E**

### **Past Performance Questionnaire**

**RFQ OJP-RFQ-2006-Q049**

#### **I. Contract Identification**

- A. CONTRACTOR\_\_\_\_\_
- B. CONTRACT NUMBER\_\_\_\_\_
- C. CONTRACT TYPE\_\_\_\_\_
- COMPETITIVE ( ) YES ( ) NO
  - FOLLOW-ON ( ) YES ( ) NO
- D. PERIOD OF PERFORMANCE\_\_\_\_\_

#### **II. Contract Value**

- A. ESTIMATED FEE/TOTAL VALUE PRICE/FIRM-FIXED PRICE \_\_\_\_\_
- B. CONTRACT VALUE:\_\_\_\_\_
- C. INITIAL CONTRACT PRICE\_\_\_\_\_
- D. CURRENT CONTRACT PRICE\_\_\_\_\_
- E. DESCRIPTION OF SERVICE PROVIDED\_\_\_\_\_

#### **III. Agency Identification**

- A. NAME\_\_\_\_\_
- B. DESCRIPTION\_\_\_\_\_
- C. GEOGRAPHIC DISTRIBUTION OF SERVICES UNDER THIS CONTRACT, I.E.  
LOCAL,NATIONWIDE, WORLDWIDE \_\_\_\_\_

D. LOCATION WHERE WORKSHOPS AND TECHNICAL ASSISTANCE SERVICED  
BY THIS CONTRACT \_\_\_\_\_

#### IV. Evaluation

A. To what extent did the contractor adhere to contract delivery schedules?

- ☐ Considerably surpassed minimum requirements..... ( )4
- ☐ Exceeded minimum requirements..... ( )3
- ☐ Met minimum requirements..... ( )2
- ☐ Less than minimum requirements..... ( )1

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. To what extent did the contractor submit required reports and documentation in a timely manner?

- ☐ Considerably surpassed minimum requirements... ( )4
- ☐ Exceeded minimum requirements..... ( )3
- ☐ Met minimum requirements..... ( )2
- ☐ Less than minimum requirements..... ( )1

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. To what extent were the contractor's reports and documentation accurate and complete?

- ☐ Considerably surpassed minimum requirements... ( )4
- ☐ Exceeded minimum requirements..... ( )3
- ☐ Met minimum requirements..... ( )2
- ☐ Less than minimum requirements..... ( )1

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. To what extent was the contractor able to solve contract performance problems without extensive guidance from Government counterparts?

- ☐ Considerably surpassed minimum requirements... ( )4
- ☐ Exceeded minimum requirements..... ( )3
- ☐ Met minimum requirements..... ( )2
- ☐ Less than minimum requirements..... ( )1

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. To what extent did the contractor display initiative in meeting requirements?

- ☐ Considerably surpassed minimum requirements... ( )4
- ☐ Exceeded minimum requirements..... ( )3
- ☐ Met minimum requirements..... ( )2
- ☐ Less than minimum requirements..... ( )1

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Did the contractor commit adequate resources in a timely fashion to the contract to meet the requirements and to successfully solve problems?

- ☐ Considerably surpassed minimum requirements... ( )4
- ☐ Exceeded minimum requirements..... ( )3
- ☐ Met minimum requirements..... ( )2
- ☐ Less than minimum requirements..... ( )1

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

G. To what extent did the contractor submit change orders and other required proposals in a timely manner?

- ☐ Considerably surpassed minimum requirements... ( )4
- ☐ Exceeded minimum requirements..... ( )3

- Met minimum requirements..... ( )2
- Less than minimum requirements..... ( )1

Comment:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

H. To what extent did the contractor respond positively and promptly to technical directions, contract change orders, etc.?

- Considerably surpassed minimum requirements... ( )4
- Exceeded minimum requirements..... ( )3
- Met minimum requirements..... ( )2
- Less than minimum requirements..... ( )1

Comment:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I. To what extent was the contractor effective in interfacing with the Government's staff?

- Considerably surpassed minimum requirements... ( )4
- Exceeded minimum requirements..... ( )3
- Met minimum requirements..... ( )2
- Less than minimum requirements..... ( )1

Comment:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## V. Termination History

A. Has this contract been partially or completely terminated for default or convenience?

- ( ) Yes
  1. ( ) Default
  2. ( ) Convenience
- ( ) No

If yes, explain (e.g., inability to meet cost, performance, or delivery schedules):\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Are there any pending terminations?

- ☐ ( ) Yes
- ☐ ( ) No

If yes, explain and indicate the status:

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## VI. Experience History

A. How effective has the contractor been in identifying user requirements?

- ☐ Considerably surpassed minimum requirements... ( )4
- ☐ Exceeded minimum requirements..... ( )3
- ☐ Met minimum requirements..... ( )2
- ☐ Less than minimum requirements..... ( )1

Comment:\_\_\_\_\_

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B. To what extent did the contractor coordinate, integrate, and provide for effective subcontract management?

- ☐ Considerably surpassed minimum requirements... ( )4
- ☐ Exceeded minimum requirements..... ( )3
- ☐ Met minimum requirements..... ( )2
- ☐ Less than minimum requirements..... ( )1

Comment:\_\_\_\_\_

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C. To what extent did the contractor coordinate provide timely technical assistance, both on-site and off-site, when responding to problems encountered in the field?

- ☐ Considerably surpassed minimum requirements... ( )4

- Comment: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Comment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[illegible]

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# Attachment F Price Proposal

RFQ OJP-RFQ-2006-Q049

BPA Period 1

Labor Category	Hours	Rate	Total
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Total Direct Labor

ODCs			\$3,500,000.00
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G&A on ODCs Percentage _____%			
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Total

# **Attachment F Price Proposal**

**RFQ OJP-RFQ-2006-Q049**

BPA Period 2

<b>Labor Category</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
-----------------------	--------------	-------------	--------------

**Total Direct Labor**

<b>ODCs</b>			<b>\$3,500,000.00</b>
-------------	--	--	-----------------------

**G&A on ODCs Percentage \_\_\_\_\_%**

**Total**

# **Attachment F Price Proposal**

**RFQ OJP-RFQ-2006-Q049**

BPA Period 3

<b>Labor Category</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
-----------------------	--------------	-------------	--------------

**Total Direct Labor**

<b>ODCs</b>			<b>\$3,500,000.00</b>
-------------	--	--	-----------------------

**G&A on ODCs Percentage \_\_\_\_\_%**

**Total**

# **Attachment F Price Proposal**

**RFQ OJP-RFQ-2006-Q049**

BPA Period 4

<b>Labor Category</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
-----------------------	--------------	-------------	--------------

**Total Direct Labor**

<b>ODCs</b>			<b>\$3,500,000.00</b>
-------------	--	--	-----------------------

**G&A on ODCs Percentage \_\_\_\_\_%**

**Total**

# **Attachment F Price Proposal**

**RFQ OJP-RFQ-2006-Q049**

BPA Period 5

<b>Labor Category</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
-----------------------	--------------	-------------	--------------

**Total Direct Labor**

<b>ODCs</b>			<b>\$3,500,000.00</b>
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**G&A on ODCs Percentage \_\_\_\_\_%**

**Total**

## **Attachment G**

### **Individual Nondisclosure Agreement**

(a) I, \_\_\_\_\_, agree to abide by the safeguards described below regarding data to which I may gain access in performance of the Department of Justice, Office of Justice Programs (OJP) Government Contract Number \_\_\_\_\_, either as a prime contractor or a subcontractor. The word “data” in this agreement refers to: (1) any information, and derivatives therefrom, furnished by the Government, whether or not such information has been reduced to writing; and (2) data first produced by the Contractor under this Contract.

(b) I will maintain the confidentiality of data disclosed to me or otherwise learned during the course of my business relationship with OJP including information obtained from any other OJP contractors or subcontractors during the course of my business relationship with OJP.

(c) Except as necessary in the performance of my duties under this contract, I will not, without the written permission of the COTR or the Contracting Officer,

1. Reveal, divulge, or publicize any data covered under this Agreement;
2. Disseminate any oral, written or electronic information which constitutes data covered under this Agreement and which is obtained as a result of execution of this contract or performance of work hereunder; or,
3. Remove any documents or electronic media containing data covered under this Agreement from the place of contract performance.

(d) I will not use data improperly obtained during the course of my business relationship with OJP in or as an aid in preparing future proposals.

(e) I further acknowledge that I understand the provisions of paragraph c & d above will continue to apply even after my employment on this contract is completed.

(f) I have been advised that all data covered by this Agreement that are furnished by the Government, including any copies, notes or working papers derived or produced therefrom, are the property of the Government. If required to do so by the Contracting Officer, I will promptly surrender such materials and derived copies, notes, and /or working papers that are in my custody or control. I understand that my unexcused failure to surrender such materials promptly, or my improper conversion of such materials to a use not called for by the contract (e.g., delivery of a document, or a copy thereof, or notes containing information taken from the document, to someone not authorized by the Government to receive such information), may be in violation of 18 U.S.C. 641 (theft of Government property).

(g) I agree not to release data regarding performance of work under this contract to other clients or potential clients without the express permission of the Contracting Officer or COTR.

(h). My obligations of confidentiality shall not apply to the following circumstances:

1. data which is now or hereafter becomes a part of the public domain;
2. data known to myself before disclosure to me by the disclosing party hereunder as evidenced by its records;
3. data given to me by a third party having a right to disclose the same; or
4. data I am compelled to disclose by judicial or administrative process, or by other mandatory requirements of law.

(i) The disclosure of data by one party to the other shall not constitute a grant by the disclosing party to the receiving party of any species of right, title, interest, or property in or to confidential Information. No license or other right under any U.S. or foreign patent, copyright, or know-how is granted or implied by this Agreement.

(j). The above constitutes the full and complete Agreement in this matter by and between the parties hereto.

(k) In accordance with contract provisions, this Agreement may be formally modified or changed by the Government in those instances in which the courts (e.g., civil investigative demands), or specific circumstances dictate such a modification or change.

Signed	
Typed Name	
Organization	
Date Signed	

## **Attachment H**

### **Corporate Nondisclosure Agreement**

(a) \_\_\_\_\_, (hereinafter referred to as the Corporation) hereby agrees to abide by the safeguards described below regarding data to which I may gain access in performance of the Department of Justice, Office of Justice Programs (OJP) Government Contract Number \_\_\_\_\_, either as a prime contractor or a subcontractor. The word “data” in this agreement refers to: (1) any information, and derivatives thereof, furnished by the Government, whether or not such information has been reduced to writing; and (2) data first produced by the Contractor under this contract.

(b) The Corporation will maintain the confidentiality of data disclosed to it or otherwise learned during the course of its business relationship with OJP including information obtained from any other OJP contractors or subcontractors during the course of its business relationship with OJP.

(c) Except as necessary in the performance of its duties under this contract, the Corporation will not, without the written permission of the COTR or the Contracting Officer,

1. Reveal, divulge, or publicize any data covered under this Agreement;
2. Disseminate any oral, written or electronic information which constitutes data covered under this Agreement and which is obtained as a result of execution of this contract or performance of work hereunder; or,
3. Remove any documents or electronic media containing data covered under this Agreement from the place of contract performance.

(d) The Corporation will not use data improperly obtained during the course of its business relationship with OJP in or as an aid in preparing future proposals.

(e) The Corporation has been advised that all data covered by this Agreement that are furnished by the Government, including any copies, notes or working papers derived or produced therefrom, are the property of the Government. If required to do so by the Contracting Officer, the Corporation will promptly surrender such materials and derived copies, notes, and /or working papers that are in my custody or control. The Corporation understands that its unexcused failure to surrender such materials promptly, or its improper conversion of such materials to a use not called for by the contract (e.g., delivery of a document, or a copy thereof, or notes containing information taken from the document, to someone not authorized by the Government to receive such information), may be in violation of 18 U.S.C. 641 (theft of Government property).

(f) Further, the Corporation agrees not to release data regarding performance of work under this contract to other clients or potential clients without the express permission of the Contracting Officer or COTR.

(g) The Corporation's obligations of confidentiality shall not apply to the following circumstances:

1. data which is now or hereafter becomes a part of the public domain;
2. data known to the Corporation before disclosure to by the disclosing party hereunder as evidenced by its records;
3. data given to the Corporation by a third party having a right to disclose the same; or
4. data the Corporation is compelled to disclose by judicial or administrative process, or by other mandatory requirements of law.

(h) The disclosure of data by one party to the other shall not constitute a grant by the disclosing party to the receiving party of any species of right, title, interest, or property in or to confidential Information. No license or other right under any U.S. or foreign patent, copyright, or know-how is granted or implied by this Agreement.

(i). The Corporation agrees that it shall not disclose this data to any of its employees except on a "need to know" basis related solely to the performance of the contract with OJP and then only to advance the relationship between the parties. The Corporation shall require all its employees working in matters pertaining to its business relationship with OJP to execute a copy of the Individual Nondisclosure Agreement so that the Corporation's employees fully understand their obligations under this agreement. The Corporation shall provide OJP with a copy of the signed agreements for all of the aforementioned employees within 30 days of receipt of this agreement.

(j). The Corporation shall execute a copy of the applicable Nondisclosure Agreement with all of its subcontractors working on OJP contracts.

(k). The above constitutes the full and complete Agreement in this matter by and between the parties hereto.

(l) In accordance with contract provisions, this Agreement may be formally modified or changed by the Government in those instances in which the courts (e.g., civil investigative demands), or specific circumstances dictate such a modification or change.

Signed	
Typed Name	
Organization	
Date Signed	